THE

North-China Herald.

AND MARKET REPORT.

OFFICIAL NOTIFICATION.—It is hereby notified that until further orders, the *North-China Herald* is to be considered the Official Organ of all Notifications proceeding from Her Majesty's Legation and Superintendency of Trade in China.
H. M.'s Legation, Shanghai, 22nd June, 1860. E. ST. JOHN NEALE, *Secretary of Legation.*

VOL. I., No. 2. SHANGHAI, WEDENSDAY, APRIL 17TH, 1867. PRICE, TAELS 12 ₱ ANNUM.

NOTICES OF FIRMS.

NOTICE.—By the decease of Mr. WOODTHORPE CHARLES CLARKE, the Firm of HOOPER & CLARKE is this day dissolved, the undersigned sole surviving Partner will liquidate the same and continue the business (in conjunction with Mr. CHARLES FREDERICK HOOPER, who is this day admitted a Partner), under the name and style of HOOPER BROTHERS.

H. J. HOOPER.
21ap 2576 Yokohama, March 6th, 1867.

NOTICE.

THE Interest and Responsibility of Mr. PETER HAZEON in our Firm ceased on 31st December 1866.

ALFRED WILKINSON & Co.
9ju 2442 Shanghai, 8th March, 1867.

NOTICE.—Mr. WARREN DELANO Junr., and Mr. HENRY J. GREW, have retired from our firm, in Hong-kong and China, their interest and responsibility ceasing this day.

RUSSELL & Co.
30ju 1786 China, Jan. 1, 1867.

NOTICE.—Mr. EDWARD CUNNINGHAM, has re-entered our firm to which also Mr. WILLIAM H. FOSTER, Junr., is admitted partner, their interest and responsibility commencing this day.

RUSSELL & Co.
30ju 1786 China, Jan. 1, 1867.

NOTICE.—Mr. ALEXANDER HUTCHISON YULE's authority to sign our Firm, per procuration, ceases from this date.

ROSS, BARBER & Co.
tf 1984 Yokohama, 31st Dec., 1866.

NOTICE.—The Partnership hitherto existing between JAMES SAMUEL BARBER, JOHN BAILEY ROSS and JAMES CAMPBELL FRASER, and conducted under the style and title of ROSS, BARBER & Co., is this day dissolved through lapse of time, so far as Mr. JAMES CAMPBELL FRASER is concerned, whose interest and responsibility in the Firm ceases from this day.

ROSS, BARBER & Co.
tf 1985 Yokohama, 31st Dec., 1866.

NOTICE.—Mr. JAMES CAMPBELL FRASER is duly authorised to conduct our business and to sign our Firm, per procuration.

ROSS, BARBER & Co.
tf 1986 Yokohama, 31st Dec., 1866.

NOTICE.—The interest and responsibility of Mr. JOHN GEORGE DUNN in our firm ceased on the 31st Ultimo.

REID & Co.
tf 1912 Shanghai, 2nd Jan., 1867.

NOTICE.—The business of Messrs. JOHN FORSTER & Co., Public Tea Inspectors and Commission Agents at this Port, has been transferred to the undersigned, who will continue the same in his own name from and after 1st May next.

EDWARD W. LOVELL.
tf 706 Kiukiang, April 21st, 1866.

NOTICE.—The Undersigned begs to announce that he has established himself at this port as *Tea Taster and Inspector*, and all orders confided to his care will receive his best attention.

J. OSBORNE.
tf 516 Shanghai, Sept. 8th, 1864

INSURANCES.

"HAMBURG—BREMEN FIRE INSURANCE COMPANY."

THE Undersigned having been appointed Agents in China for the above named Company are prepared to grant Policies against Fire at Shanghai to the extent of £10,000,—on one risk, as under:

1,—On Buildings or on their contents.
2,—On Ships, lying in port, or on their contents.

For further particulars apply to

WM. PUSTAU & Co.,
Agents in Shanghai.
tf Shangha 1st December, 1858.

INSURANCES.

China Fire Insurance Company.

Subscribed Capital Tls. 2,000,000

In 400 Shares, of Taels 5,000 each
Paid up Capital Taels 200,000.

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GEORGE TYSON, Esq., (Messrs. Russell & Co.) *Chairman.*
F. H. BELL, Esq., (Messrs. W. R. Adamson & Co.)
E. IVESON, Esq., (Messrs. Bower, Hanbury & Co.)
W. PROBST, Esq. (Messrs. WM. PUSTAU & Co.)
A. A. HAYES Esq., (Messrs. Olyphant & Co.)
J. P. TATE, Esq., (Messrs. Blain, Tate & Co.)

AGENCIES are established at the several Ports in China and Japan.

F. E. GWYN,—*Secretary.*
tf 320 Shanghai, 28th NOV., 1865.

ROYAL INSURANCE COMPANY OF LIVERPOOL.

CAPITAL—TWO MILLIONS STERLING, INCOME—SIX HUNDRED THOUSAND POUNDS PER ANNUM.

TRUSTEES:
JOHN SHAW LEIGH, Esq. | JOHN NAYLOR, Esq.
CHARLES TURNER, Esq., *Chairman.*
RALPH BROCKLEBANK, Esq., *Deputy Chairman.*

THE Company is now prepared to grant Policies to the extent of £15,000 on any one Building of European construction or its contents, and to accept Chinese risks to the extent of £8,000 in any locality within the Settlement.

Premiums are payable in approved drafts at 30 days sight (favor of PERCY M. DOVE, Esq.)

BOWER, HANBURY & Co.,
Agents for Shanghai.
tf 295 Shanghai, 21st Nov., 1863.

THE LONDON AND ORIENTAL STEAM TRANSIT INSURANCE OFFICE.

137, LEADENHALL STREET, LONDON.
JAMES HARTLEY & Co., *Managers.*
ESTABLISHED 1843.

THE Undersigned having been appointed Agents at Nagasaki for the above office are prepared to accept risks by first class steamers.

GLOVER & Co.
8jy-67 465 Nagasaki, 1st July, 1864.

IMPERIAL FIRE INSURANCE COMPANY.

THE Undersigned having been appointed Agents for the above named Company, at this Port are prepared to grant Policies against Fire to the extent of £10,000 on Buildings or on Goods stored thereon.

GIBB, LIVINGSTON & Co.
tf Shanghai, 15th September, 1858.

NORTH BRITISH AND MERCANTILE INSURANCE COMPANY.

Incorporated by Royal Charter and Act of Parliament.
ESTABLISHED 1809.
CAPITAL £2,000,000.

THE Undersigned have been appointed Agents at this Port, Kiukiang, and Hankow for the above Company, and are prepared to accept risks against Fire at each place, on the customary conditions.

For further particulars apply to

GILMAN & Co.
tf 417 Shanghai, 23rd April, 1864.

NORTHERN ASSURANCE COMPANY.

THE Undersigned have been authorised to GRANT POLICIES against Fire on buildings owned by Europeans and in the occupation of Chinese, provided such buildings are of first class construction and situated in the Foreign Settlement.

TURNER & Co.
tf Shanghai, 9th April, 1862.

INSURANCES.

THE LANCASHIRE INSURANCE COMPANY.

THE undersigned are prepared to grant POLICIES OF INSURANCE on any one Building with its contents to the extent of £5,000.

W. R. ADAMSON & Co.
tf 619 Shanghai, 10th July, 1865.

AUSTRALASIAN FIRE, LIFE, AND MARINE INSURANCE COMPANY.
(Liability Limited.)
MARINE DEPARTMENT.

THE Undersigned having been appointed Agents in Shanghai for his Company, are now prepared to issue Policies on Marine Risks only, on the usual terms.

Losses can be made payable in Shanghai Hongkong, Calcutta, Melbourne, or London.

AUGUSTINE HEARD & Co.
tf 308 Shanghai, 4th December, 1863.

NETHERLANDS INDIAN MARINE AND FIRE INSURANCE COMPANY OF BATAVIA.

THE Undersigned having been appointed Agents for the Company in China, are prepared to grant Insurance on ORDINARY MARINE RISKS to Europe, United States, India, the Straits, Java, or the Colonies, at the Rates of Premium current with the Local Offices. *Policies payable in* London, Hongkong, Singapore, Penang, and Batavia.

TURNER & Co.
tf Shanghai, 13th February, 1857.

THE NORTHERN ASSURANCE COMPANY.
CAPITAL £1,259,760 STG.

THE Undersigned, Agents for the above Company, are prepared to grant Insurances against Fire to the extent of £10,000 Stg. on any one Building, or on its contents.

For Terms, &c., apply to

TURNER & Co.
tf Shanghai, 3rd February, 1862.

PHŒNIX FIRE INSURANCE COMPANY.

THE Undersigned are now prepared to grant Policies in this Office on the usual terms and conditions to the extent of Shanghai Taels 15,000 on the contents of any one building situated on the British Concession at Tzechuhsin, Tientsin.

SMITH, KENNEDY & Co.
tf Shanghai, 25th August, 1862.

PHŒNIX FIRE INSURANCE COMPANY.

THE Undersigned are prepared to grant Policies in this Office on the usual terms and conditions to the extent of £10,000, on any one Building with its contents, or to the extent of £30,000 on three or more separate buildings in the same occupancy.

SMITH, KENNEDY & Co.
tf Shanghai, 25th February, 1859.

MISCELLANEOUS.

No. 1. **MAGENTA.**

"JUDSON'S SIMPLE DYES FOR THE PEOPLE."

ARE undoubtedly the most useful article ever offered to the public. Any one can use them, anything can be dyed with them in a few minutes without soiling the hands. In England "Judson's Dyes" are as "Household Words." Articles of Clothing that have been put aside as faded and useless, may be made nearly equal to new, by merely following the simple directions appended to each bottle of Dye.

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LONDON.

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*** See that you get "Judson's Simple Dyes."

21de-67 1773 o-a-f December 22nd, 1866.

MISCELLANEOUS.

BENSON, J. W., by SPECIAL APPOINTMENT to H. R. H. the PRINCE OF WALES.

BENSON, J. W., by SPECIAL APPOINTMENT to H. H. the MAHARAJAH OF BURDWAN.

BENSON'S STEAM FACTORY for CLOCKS and WATCHES, 58 and 60, Ludgate Hill.

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BENSON, J. W., MAKER of the CASKET presented by the City of London to H. R. H. PRINCE ALFRED.

BENSON, J. W., PRIZE MEDAL LONDON, Class 33.

BENSON, J. W., PRIZE MEDAL, DUBLIN, Class 10.

BENSON, J. W., MAKER of the CHRONOGRAPH by which the DERBY is TIMED.

BENSON, J. W., MAKER of the GREAT CLOCK of the EXHIBITION, 1862.

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BENSON'S WATCHES are sent to all parts of the World safe by post.

BENSON'S WATCHES,—Gold and Silver, at 200 to 2 Guineas, in all sizes, from half to 3 inches diameter.

BENSON'S WATCHES, CHRONOGRAPH, KEYLESS, REPEATERS.

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6ap-1867 1026 October 6th, 1866.

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Agents for Shanghai,—
Messrs. LANE, CRAWFORD & Co
17jy 2796 February 19th, 1867.

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Aluminium Glasses,
Extremely light.
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The Large Glass at £18 18s. (6 by 5 inches) is one of the most Powerful yet made.

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Telescopes, Opera Glasses, Aneroid Barometers, &c.
CAUTION.—Burrow's Glasses bear their Name and Address.

To order through Messrs. Smith, Elder & Co., or Messrs. Grindlay & Co.
17th April, 1868.

NOTICE.

MR. RICHARD BATTY PARR was admitted a Partner in our Firm on the 1st January 1867.
ALFRED WILKINSON & Co.
14jy 2797 Shanghai, 15th April, 1867.

NOTIFICATION.

WHEREAS certain Pilot Regulations for the Port of Newchwang were sanctioned and approved by Her Britannic Majesty's Minister in China under date of January 5th, 1867, and promulgated by Her Majesty's Consul, the same have been and are now suspended until further notice in view of arrangements contemplated by the Board of Foreign Affairs at Peking, in communication with the Foreign Representatives, for the establishment of a more effective system for the regulation of Pilotage applicable to all the open ports and to Ships of all nations without distinction.

RUTHERFORD ALCOCK,
Minister Plenipotentiary and Chief Superintendent of Trade.
Peking, March 28th, 1867.

Miscellaneous Intelligence.

LATEST DATES.

England..(*tel.*)..Mar.	10	Hankow,.....April	14
Hongkong, ...April	13	Nagasaki,..... „	5
Tientsin, ... „	10	Yokohama,.....Mar.	31

Latest dates in England, from China,—
Hongkong,..... Jan. 11 } Received via Marseilles
Shanghai,..... Dec. 25 } Feb. 12th.

METEOROLOGICAL TABLE.

Date.	Time of High or Low Water.	Rise or Fall.	Wind.	Force.	I.	Bar.	Ther.
	h. m.	ft. in.				° ′	°
April 6 L.W.	0.53	12.09	North	6	c	30.18	50
„ 6 N.W.	1.54	22.08	„	5	c	30.10	50
„ 7 L.W.	10.32	12.02	N N W	4	c	30.21	50
„ 7 N.W.	2.28	21.11	„	4	b	30.17	51
„ 8 L.W.	11.12	12.05	NW by N	5	b	30.28	54
„ 8 N.W.	3.07	21.07	N. by W.	3	b	30.17	55
„ 9 L.W.	11.56	12.05	NW by N	3	b	30.15	64
„ 9 N.W.	3.52	19.11	N. by W.	1	c	30.10	62
„ 10 L.W.	0.42	12.06	W. by S.	2	b	30.05	72
„ 10 N.W.	4.42	18.10	South	3	b	30.00	68
„ 11 L.W.	1.20	12.08	W. by S.	2	b	29.96	77
„ 11 N.W.	5.32	18.03	W. S.W.	1	b	29.98	73
„ 12 N.W.	6.08	19.10	S W by S	2	b	29.89	52
„ 12 L.W.	1.53	13.01	W. S. W.	3	b	29.85	82

EXPLANATION.

F. Force (1 to 12). I. Initials; b. blue sky; c. clouds f. fog; h. hail; l. lightning; m. misty (hazy); o. overcast (dull); r. rain; s. snow; t. thunder; z. calm.

PASSENGERS.

Arrived.—Per str. "Nepaul," from Nagasaki, Capt. Lauham, Messrs. Wood, Verhey, Robinet, Hearn, and servant. Per str. "Phase," from Hongkong, Messrs. Wallich, Nachtrieb, Scheibler, Blanc, Martineau, Richard, Sibille, Simons, Ferrie, Peltzer, de Brandt, de Berlin, Kempermann, Roussin, Robin, Secchi, Dell'Oro, Bavier, Wyttenbach, and one Chinese. Per Steamer "Nanzing," from Tientsin.—Messrs. Mann, Cartwright, Detring, Goost and Porter. Per str. "Glengyle," from Hongkong & Amoy, Capt. Coss, Messrs. Barron, Rutter, Carvalho, Cable, Schiff, Donaldson, and servant. Per str. "Malacca," from Hongkong and Europe, Mrs. Oxley and family, Messrs. Krummenacher, Pemberton, Evers, Brooke, Walker, Hichcock, Goddard, Batt, Newmann, Duvil, Moubloscant, Heard, Seltri, Goodridge, Malcolm, Galton, Just, Archer, Hewett, Luxton, Hutton, Capt. and Dr. Kane. Per str. "Yung-Hai-Au," from Hongkong, Mrs. Godfrey, Mr. Demerricks, and Capt. Homan. Per str. "Szechuen," from Tientsin and Chefoo, Due de Penthrivre, Count de Beauvois, E. Burlingham, Rev. Perkins, Capt. Fanfel, Mrs. Franklin, and 108 Chinese.

Departed.—Per str. "Cadiz," for Hongkong, Rev. G. E. Moul, Mrs. Moul and 3 children, Messrs. Mackintosh, Verhey, and Hermann. Per steamer "Nepaul," for Nagasaki, Messrs. Jones, Wilson, Sundry, and Captain Sutherland. Per str. "Singapore," for Yokohama.—Mrs. Oxley and family, Messrs. Krummenacher, Malcolm, Just, Goodridge, Archer, Blackmore, Evers, Brooke, Weiller, Cederlof, Host, Pellyer, and Dr. Kane.

The London Mail of the 11th Mar., due in Hongkong on the 21st April, and here on the 26th.—It arrived last year on the 24th April, per *Singapore*.

The French Mail of March 19th, due in Hongkong on the 29th April and here on the 4th of May. It arrived last year on the 2nd of May, per M. I. "*Labourdonnais*."

The North-China Herald.

IMPARTIAL, NOT NEUTRAL.

SHANGHAI, WEDNESDAY, APRIL 17, 1867.

The delay in the departure of the French Mail, this month, prevents our issuing a paper specially for it as we had intended; as it seems likely that it will leave either on the same day, or a day later than the English mail. We are obliged, therefore, to issue the copy of the *North-China Herald* intervening between the two English mails, to-day. Another copy will be published in due course, on the day the English mail closes.

There seems a fatality attaching to pilotage regulations in China. The carefully considered and judicious rules drawn up for the Yang-tze and Wangpoo rivers have been upset by the eccentric conduct of H. P. M. Consul General; and their collapse has given Sir Rutherford Alcock an opportunity for withdrawing his assent from the very illiberal scheme which he had hastily sanctioned, for the port of Newchwang. We pointed out, in our last issue, several of the inconveniences that must result from the working of the latter. No exclusively British scheme could answer in a cosmopolitan settlement; nor could the arbitrary injunction on British ships to employ no other than British Pilots, fail to produce discontent and serious inconvenience, if not loss. Insurance Companies would hardly recognise the plea of compulsion, if a ship were lost outside of Newchwang, while waiting for a British pilot, though pilots of other nationalities were available; and we are glad to observe Sir Rutherford's notification, relieving them from the obligation.

As pointed out, however, by His Excellency, in the letter which we publish elsewhere, the whole system of pilotage in China has hitherto been based on a false principle. In every civilized country, pilots derive their right to ply from the government itself, irrespectively of foreign powers; and there is no reason why the same rule should not be put in force, through the medium of the Harbour Master's office, in China. The regulations laid down for the examination and licensing of pilots on the Yangtsze, were excellent in themselves. But they should derive force from the Chinese government only, and not depend on the collateral sanction of a number of Consuls, either one of whom can partially invalidate them at any time, by withdrawing his sanction. In short, as Sir Rutherford says, "that which is done in all other maritime countries is required here, and the duty of making such provisions and regulations devolves, of right, upon the territorial government." Recognizing this principle, the Representatives of the treaty powers at Peking have, "in communication with the Tsung-li yamên, agreed upon certain general bases on which a system as nearly uniform as possible at all the ports shall be adopted by the Chinese government, for the regulation of matters connected with pilotage and the conservancy of the rivers and harbours open to foreign trade, without interference or control from any Foreign authority." If Chinese only were concerned in working out this principle, it would fail; no native board of examiners could efficiently examine a foreign pilot, nor could any native authority efficiently superintend a body of pilots. In the Foreign Commissioners of Customs and Harbour Masters, however, the necessary foreign element exists, to whom, as to its own servants, the Chinese Government can delegate its authority. Practically, we suspect, the course of procedure will be much the same as that which was lately approved by the different Consuls at this port. The difference will be, mainly, in the source from whence the licensing authority is derived. However, rules have, we are informed, been decided on by the Foreign Board, and approved by the different Foreign Ministers, the promulgation of which will, we hope, set at rest this important and much vexed question.

Summary of News.

The trial of Sommer for the murder of Harris, under the circumstances mentioned in our last issue, took place before Mr. Whittall, the Danish Consul, on the 11th instant. The prisoner was found "Guilty," but under circumstances of provocation. He will accordingly be sent off in irons to Denmark when an opportunity offers, there to be dealt with according to law.

It has been determined to keep the Club open, on its present footing, until the 30th June next. A general meeting of shareholders will be called in a few days to receive the report of the Special Committee.

The result of the investigation into the Ne-wo bank books, was an expression of opinion by the Court that Messrs. Jardine, Matheson & Co. had ample reason for suspecting that they had been tampered with; though the explanations made before the Court inclined it to believe that the suspicions had no real foundation.

Several fires have taken place in the settlement, and suspicions of incendicarism have been aroused. But they seem to lack any firmer foundation than surmise.

A new Steam Boat Company is said to be in course of formation, the principal shareholders in which are Chinese. The capital is to be Tls. 400,000 in four thousand shares of Tls. 100 each. Two of the steamers are to ply on the Yangtze, and two on the Tientsin line.

Tseu-kwo-fan arrived at Nanking on the 10th instant, and resumed charge of the viceroyalty. In consequence of Li-hung-chang's temporary appointment to the two Hoo, his brother, the present Futai of those provinces, exchanges with the acting Futai of Kiangsu, to prevent the two brothers holding high office in the same province. Ting-jih-cheng, as had been reported, is promoted to the rank of Fantai, with no very remote prospect, if rumour may be credited, of the Futaiship of this province. Not the slightest apprehension is entertained of the Nien-fei, who have never approached within 200 miles of the city.

A meeting has been held at Hankow to consider the desirability of establishing a Chamber of Commerce at that port. The races came off on the 3rd and 4th instant.

The rebels are still in the neighbourhood, committing atrocious cruelties on the inhabitants of villages which they sack. The *Hankow Times* contains the following paragraph regarding their movements:—

The Nienfei are reported to be still hovering about Hwang-pe, their old haunt nearest our lines when they were in the neighbourhood last year. It is rumoured that they have now got some foreigners amongst them, and that a number of them are armed with rifles and muskets, partly taken in their late successful encounters with the Imperialists, and partly, no doubt, supplied through some secret agencies in this port, and other places on the river. If these stories are to be relied on, the fact is scarcely to be regretted, for it will have the effect of emboldening them to attempt more extended operations, and to cherish more ambitious views, and the inevitable result, collision with foreigners, must ensue as a matter of course, sooner or later, in which even it requires no very deep diviner to foretell what the end will be. Already we are told that the Nienfei have commenced to ape their great prototype, the Taeping confederacy, in having their "Lowangs," "Tsun Wangs," and such like dignitaries, and in the style of costume in which these functionaries are required to show themselves on public occasions.

Sir Rutherford Alcock is about leaving Peking on a visit to the different treaty ports. The Tartar cavalry which have been drilled at Tientsin by Major Brown, have been ordered up to the capital, being reported efficient; and that officer is about to take a new batch of recruits in hand. They are armed and accoutred on the European model, and present a very respectable appearance.

A Ningpo letter reports "Nien-fei within 100 *li* of Hangchow, and the walls manned to defend the city." We can only repeat the opinion we expressed last week, that the outbreak, whatever it may be, is a purely local one, as no disturbance has previously been reported in Chekiang or the adjacent province.

The Hamburg Baq. *Atalante*, bound from Ningpo to Newchwang, was totally lost near the Miatou Islands, to the Northward of Chefoo, in the gale of the 1st and 2nd April. The Captain and crew with great difficulty escaped with their lives.

The Newchwang Pilot Company has collapsed. No one is surprised, for, from the commencement, its fate was foreseen. Only it was not anticipated that the end would be so speedy. As Sir Rutherford Alcock's consent had been gained, it was thought that the system would only succumb to the justifiable complaints and protests of all interested in British shipping. Fortunately it has yielded before it was attacked, and British shipping may look forward to a prosperity which, a short time ago, those most conversant with the subject did not dream of. One can now but express surprise that a Consul, who has not a score of his countrymen under him, should imagine it possible to introduce a scheme so directly opposed to that freedom of competition which has, for so many years, been the characteristic of English policy. When more important questions left him time to devote some consideration to the subject, Sir R. Alcock's good sense doubtless soon showed him the absurdity of the innovation. In Chinese waters, could a British ship refuse to accept a Chinese pilot armed with a certificate of competency? The detachment of marines from the *Pelorus* left the port about ten days ago. The conduct of the men was excellent, and does great credit to the officer in charge.

A lightship is soon expected to make its appearance; and other steps are also, it is said, to be taken to facilitate navigation. Some thirty or forty ships have already arrived, and trade is altogether more prosperous than it has been for some years. Piece goods, for which during 1865 and 1866 there was no demand, are now in considerable request. For certain descriptions, however, the stagnation existing in the Corea has proved most unfavourable. The heavy shirtings which formerly were bought for the South-Eastern frontier, are now accumulated in warehouses.

The province of Liau-tung is thoroughly tranquil, rebels and banditti are unknown.

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Editorial Selections.

THE CHINA FIRE INSURANCE COMPANY.

Established nearly at the same time, the "China Fire" has run a very similar career with the "North-China" Insurance Company. Both were successful beyond expectation during the early period of their working; but both have suffered a heavy loss during the past year, from exceptional causes which are not likely to recur. And both have adopted the same remedy—doubling the rate of premium on the risks proved to be excessive; the Marine Company on sailing ships ascending the Yang-tsze, the Fire Company on Yokohama buildings. The accounts laid before the shareholders on the 10th, show that a loss was sustained, by the memorable fire at the latter port in November last, of Tls. 193,176, against Tls. 11,712 only received as premia; and to this blow is attributable the unfortunate result of the year's working. In Shanghai, losses were sustained to the amount of Tls. 17,692 only, and in Hongkong of Tls. 6,624, aggregating, with that at Yokohama, and a trifling payment of Tls. 9 at Foochow, a total of Tls. 217,502 against a receipt, in premia, of Tls. 134,418. Notwithstanding, however, the draft thus necessitated on the Reserve Fund, the Company had still a balance to its credit, at the close of the year, of Tls. 105,567, representing a profit of fifty per cent on the paid up capital. The business of the Company has steadily increased each year since its formation --from Tls. 80,000 in 1864, to Tls. 112,000 in 1865, and Tls. 134,000 in 1866; while, during the two first years, only Tls. 12,000 were paid away in claims. Apart, therefore, from the loss sustained at Yokohama, the premia had been to claims, in the proportion of nine to one.

In face of this result, it is not surprising that a question should have been raised as to the wisdom of entering on any further business in Japan. The houses are obliged to be so slightly constructed there, on account of the volcanic nature of the country, that there is always great danger of a fire once fairly started spreading indefinitely. The dryness of the atmosphere and the prevalence of strong winds heighten the risk. The result of the practical demonstration in November last, of a danger that does not seem to have been, before, fully appreciated, was a resolution to double the rate of premium previously charged, and to lower the limit of Insurance on any single compound from $ 80,000, to $ 50,000 on first and $ 30,000 on second class risks. The restriction involved is considerable and, together with the rebuilding of the settlement on an improved plan, should more nearly equalise the chances of profit and loss. Evidently, however, a strong inclination existed in the minds of some shareholders to avoid the hazard entirely, and to confine the business of the Company to this country, where it has proved so highly remunerative.

FOREIGN INNOVATIONS.

The Feng-shui must be in a ferment. In North, Central and Southern China, and even along the coast line, their privileges are threatened. The victory they gained over the telegraph posts between Woosung and the Kintoah beacon has been of no avail; a dozen attacks on their influence are to succeed the temporary success. A railway between Canton and Fatshan, a line of telegraph between Hongkong and Canton, a submarine cable between Hongkong and Shanghai, and a gasometer for Peking are all predicted—the two latter, we believe, with reason, the two former on less reliable grounds. We were assured, some time ago, by Hongkong papers, that permission to make a line from Canton to the provincial city had been granted, but the statement lacked the clear evidence necessary to carry conviction. We were equally assured that the Kwantung Futai had expressed his intention to support a telegraph between Hongkong and Canton; but the assurances of mandarins are always received with a certain degree of incredulity. Of the intention, however, of the East India Telegraph Company to lay a cable between Hongkong and Shanghai there appears no doubt. It has actually been ordered, and is being prepared, in England. Equally is it a fact that gas is to be established in Peking, and that all the necessary implements are now being prepared for shipment. But, from what we learn, their arrival is regarded with almost equal dread by the authorities who have ordered them, and by the people.

This apprehension can only be compared to the dread entertained on the first introduction there of photography. A firm conviction got abroad that the material used in preparing plates, was composed of the whites of childrens' eyes; and whenever a case of kidnapping occurred, the Legations known to comprise amateur photographers among their inmates, were besieged by distracted mothers, begging the release of their lost children. The public establishment by a Canton man of a photographic "studio," at length dispelled the superstition; and we can only hope that the dread entertained of the effect of gas may die an equally simple death. It is only in the open ports, themselves, that foreign intercourse has taught people to look with nonchalance on foreign eccentricities. We have heard of no protest against Messrs. Russell and Co.'s telegraph between Ke-chuen and Kin-le-yuen, though it passes through a more populous district than that contemplated by Mr. Reynolds, between Pootung and the Kintoah beacon. Neither have we heard of any violent excitement among the native residents here on the score of gas; though there is no question that its introduction is exciting dire apprehension at Peking. But the rule prevailing among Western nations, that the greatest enlightenment is to be found in the Capital, appears by no means to hold good in China. Entertaining, themselves, a predilection for smoky rooms, the inhabitants of Peking object even to chimneys being constructed on the new Customs and Legation buildings. Although foreign mechanics are to be imported, as best capable of restraining the eccentricities of the new demon—gas, its eccentricities are, at first, to be strictly confined to the Customs compound, in order that foreigners themselves, if anybody, may first suffer.

THE MURDER CASE.

About the justice of the verdict of the jury in the case of Rex *v.* Sommer, heard on Friday before the Danish Consul, there can be no question. Sommer, as far as the evidence went, uninfluenced by drink or any violent anger, plunged his knife into the heart of a man who had not very greatly injured him. So to behave a man must be utterly regardless of the ties by which society is bound together and an outcast from it, and so death inflicted by an intentional blow from his hand is murder. But it is not so much of him that we would now speak. He will be dealt with in accordance with the laws of his country. There was one called to give evidence against the actual murderer who was, in every respect perhaps except the striking of the fatal blow, more guilty than he. Every one but himself testified that James Williams, who was called to give evidence against the convict, pointed out the house where Harris was to be found, procured a light to aid in the search for him and eventually, on finding the unfortunate man, pointed him out to Sommer. Surely if "he who procureth a felony to be done is a felon," if an accessory is punishable in the same degree as a principal, Williams can hardly escape with impunity. It is then with a feeling of satisfaction that we learn that the American authorities applied, the day after the trial, for official copies of the evidence. No one of the male witnesses, but A-kow, seems to have been absolutely guiltless, in a legal sense, at least, of all share in the crime. We are even disposed to go further, and to hold that persons who allow the escape of a murderer come very near to sharing in his guilt. We take it for granted that no reasonable man will believe the associates on the night of the 3rd and 4th April with Sommer, were ignorant of the act he had committed. But these men it appears did more than aid and abet, as the expression is, the escape of the murderer. They were actually in his company throughout that night, and made no effort to deliver him to justice. More than this, they sat smoking and playing écarté in this man's company for hours after the committal of the crime, until in fact they were identified by A-kow and arrested by the French police. Possibly, even they considered themselves guilty, though in a less degree than the Dane, and their hurrying away from the house, as they all did, is fair enough evidence of this. We could wish to hear that the different Consular authorities to whom these men are amenable, would follow the example set by those of the United States.

CHEFOO—A SANATORIUM.

The idea of establishing a sanatorium somewhere on the coast has always been a favourite one in Shanghai, and various schemes have been suggested for giving it effect. From few places is a change more necessary than from Shanghai; but from few is it more difficult. Not that the climate is particularly unhealthy or trying, except during four months of the year; but on account of the extreme monotony and confinement. The perpetual ride up the Bubbling Well Road palls, after a time, on the least enterprising, and when exercise ceases to give pleasure it loses a great deal of its beneficial effect. The most patient too must tire after a time of the dead flat, diversified only by grave-mounds, which surrounds us, and yearn for a glimpse of something in the shape of undulation. The neighborhood of Ningpo furnishes the requisite attraction, but the voyage to that port only implies half the trouble. All the inconvenience and delay of a boat trip remains, before the hills can be reached. And that, to a man pressed for time, or to an invalid, is fatal. Besides, a great deal of the benefit of change lies in a sea voyage, or at least in sea air. And in this respect Chefoo enjoys one great advantage. There is always a sea breeze. The climate during the winter too is more bracing than that of Shanghai, and during the summer less trying, though the thermometer may frequently rise as high as here. For a long time Pootoo attracted all regards, and more than one trip was made there for the purpose of specially enquiring and reporting on its qualifications. Nothing could have been more satisfactory than the accounts given. "A first glimpse of Pootoo," said the Sanatory Commissioners who paid a visit to the island in the *Ayrshire Lass* in February 1863, is sufficient to quicken the pulse of the most phlegmatic. At a distance of ten or twelve miles from the entrance to the Tayshan channel, Chusan shows itself in bold and picturesque outline, with bright patches of green, even at this early season, clinging to the slopes of the hills. To the right, a cluster of small islands overlapping one another form a continuous coast line beautiful in form and colour; whilst to the left, beyond a range of weather-beaten, worn rocks and rugged little islets, the wide expanse of open sea relieved occasionally by a solitary sail, stretches as far as the eye can reach and onwards across the broad Pacific." The pleasure afforded by change of scene is as effectual as change of air, in restoring life and energy to a weakened constitution; and in both respects Pootoo appears faultless. Nothing finer could be desired than the surrounding scenery, nor anything purer than the breeze that must blow across it from the "broad Pacific." It needed only that the island itself should be as charming as the sea view was extensive, to complete every desideratum for a sanatorium. Let us see, therefore, what the Committee had to say on this point also. "A broad and substantial stone jetty offers a safe and convenient landing place, from which an excellent roadway paved with flags of Ningpo stone leads over a succession of small hills to the great central temples, and beyond them almost to the extremity of the island. The path is shaded by fine trees, chiefly evergreens; violets, jonquils and camelias are in bloom; banks are covered with May mosses and wild flowers, and the hills are overgrown with coarse grass, holly and dwarf fir, interspersed with copses of bamboo and occasional plantations of tea." We need hardly follow the visitors further. Our readers must, by this time, be as convinced as they were themselves, that they had lighted on a spot ready made for their purpose. Unfortunately one great difficulty intervened. There were no means of communication. Running a special steamer once a week, or at some other stated intervals, was once thought of; but with departing prosperity the idea died out; and Pootoo seems to have been definitively abandoned as a possible sanatorium, at which to recruit health and strength after the exhausting effects of a Shanghai summer.

The Ruggeds, the North Saddle, and other islands of the Chusan group have also been spoken of, but, from one cause or another, set aside. And now an effort is being made to raise the necessary funds for the construction of a bungalow at Chefoo. No better selection probably could be made, so far as sanatory objects are concerned, than this most healthy of northern ports; though we doubt whether it possess the same charms of scenery as Pootoo. Two great desiderata are, however, attained by a trip there—a sea voyage and sea air. The building which it is proposed to erect would accomodate twenty persons—as many as are likely to be staying there together, until resort thither may have grown into a habit—and the cost of erecting it is estimated at Tls. 6,000. We do not admire the plans which have been prepared and, assuming that the money will be raised, think it will be well to re-consider, before carrying them into execution. The estimate, for a building to accommodate so many persons, does not seem excessive; and there seems every likelihood that to a partial, if not the full extent, the design of the promoters will be realized.

But all these advantages are nullified, or nearly so, by the expense of transit. In the olden days, when the compradore was a sort of mine, to be drawn on at will, men thought little of spending Tls. 100. But times have changed; a fixed amount, only, of sycee can now be obtained by a given amount of labour; and a passage to a coast port or to Japan has become a serious consideration. Owners of coast steamers, we believe, disregard passenger traffic as a source of revenue, because the number of passengers is so small. But it is small simply because the rates charged are prohibitive. No one is willing to pay them unless compelled either by ill health or business; whereas, if one could get to Chefoo and back for Tls. 50, many would avail of the opportunity in preference to the boat trip which, during the close season, is not an exciting species of amusement. The wisdom of encouraging traffic by low charges, has become so much an axiom, that it is useless to urge it. Obviously, owners of steamers in China have either overlooked the question, or do not care to encourage passenger traffic. In the former case we would suggest that, at rates as low as are consistent with profit, passenger traffic is quite capable of being made a remunerative source of revenue. In the latter, we can only quote a passage from the original prospectus of the Shanghai Club, and beg them to consider "the advan-

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tages held out by such a glorious institution" as cheap travelling, a sufficient *quid pro quo* for the trouble passengers might cause. If people could go to Chefoo and back, or to Nagasaki and back, for Tls. 50, we should hear less of the exhausting effect of the Shanghai climate.

THE S. C. AND C. GAZETTE. ON THE "SILK CASE."

Few men who read, with any interest, the accounts given in Indian papers of the deadlock superinduced, about five years ago in Bengal, by Sir John Peter Grant's pseudo-philanthropic interference on behalf of the indigo ryots, have forgotten the famous Nil Durpan trial. "Nil Durpan" was the name given to a Bengali play, professing to represent planter life in Bengal. The Planters were represented as systematically oppressing and defrauding the cultivators, and the Judges as being unduly influenced by their friendship for the planters, in deciding on disputes between Native and European, that came before them for settlement. In the then excited state of public feeling, so gross a libel was not likely to pass unnoticed, especially as it was suspected that Mr. Seton-Karr, then holding high office under government, was concerned in the compilation of the play. Accordingly, an action was brought by the Landholder's Association on behalf of the Planters, against the nominal editor—a missionary named Long. The libel was held clear, and Mr. Long was sentenced to six months imprisonment and a heavy fine.

The case was recalled to us by the following passage in an article in the *Supreme Court and Consular Gazette* of the 6th inst., commenting on the late action brought by the Silk Guild against Messrs. Jardine, Matheson & Co.—"What the decision of a Jury of British Merchants would have been in the case, few can doubt, who know how ingrained is the impression that a determination on their part to acknowledge but one party to a transaction, relieves them from all legal responsibility towards others. The result, however, to which a judge might come is more problematical, as he would view the case on the facts presented, and without reference to the course of dealing which one section—namely, the foreign section—of the mercantile community, had, in their own interest, persistently adopted." It struck us that there was some parallel between the two cases; that the opinion expressed in the remarks quoted, as to the uprightness of British merchants in Shanghai, corresponds very nearly with that expressed in the "Nil Durpan" as to the character of British planters and the uprightness of British judges, in Bengal. We do not say that both cases are equally libels. It is hopeless for a layman to attempt to discern between legal and illegal slander. There is this difference too, that the "Nil Durpan" accused acts said to have been committed; the *Gazette* merely predicted what would have happened. But the accusation conveyed certainly seemed to be that any five British merchants who might have been selected, would have entered the box with a premeditated intention of upholding the interests of their own class—their oath to discard prejudice notwithstanding. The force of the expression—"What the conclusion of a jury of British merchants would have been in the case, few can doubt," is enhanced by the remark that a judge's decision would be more problematical, "as he would view the case on the facts presented." A jury then, would decide irrespectively of these facts? Of course, the judge would, in the usual way, lay the facts adduced in the evidence before them, and would instruct them how opposed the law was to the "ingrained impression" universally prevailing. But this would all be labour wasted, and whichever side were proved legally to be in the right, the verdict would have been for the plaintiffs.

We are glad however to find from a subsequent explanation that the sentence in question was penned without due regard to the meaning it actually conveys; that it was susceptible, in the mind of the writer, of an interpretation different from that which its words seem to bear. That since given to it by the Gazette, as quoted by our correspondent Cato, certainly seems rather far-fetched. But it is gratifying, at any rate, to learn that no insult to either the character or understanding—whichever the words might be held to affect—of the mercantile community *was* intended. The case which gave rise to their utterance has been unfortunate in this way. It evoked first the deliberate insult conveyed in the Taotai's intimation that the Silk-men would, in future, deal only for ready money: it next resulted in a taboo of two firms of high standing; and now a third misunderstanding, little less ridiculous, has been evolved.

THE CHINA FIRE INSURANCE COMPANY.

A meeting of shareholders was held on the 10th inst., Mr. Tyson in the Chair.

The Chairman said, in laying the accounts before the shareholders, the Directors regretted very much to have to announce so heavy a loss. In view however of the fact that this loss must be looked on as an exceptional case, he thought the accounts had much in them that was satisfactory. They showed an increase in the business of the Company over the previous year, of Tls. 22,000, and over the first year of Tls. 55,000. A balance had been transferred to the reserve fund of Tls. 91,000, but Tls. 20,000 had been paid away as dividends; the actual loss on the year's working therefore amounted only to about Tls. 70,000.

After a remark by Mr. Carter about the arrangement existing with the Hongkong Fire Insurance Company, it was proposed by Mr. Duncanson, seconded by Mr. J. Brand and carried.

That the accounts presented by the Directors be passed.

Mr. Lemann then said he was sure no one wished that the gentlemen at the Board should devote so much time to the interests of the Company, without any remuneration. He would propose therefore

That remuneration at the rate of Tls. 5 per meeting, be allowed to each Director for each Board Meeting attended by him during the year 1867, and that the resolution have a retrospective effect for 1866.

Mr. Carter thought as they had passed the accounts for 1866, they could not pass a resolution affecting the balance these showed.

The resolution, however, having been seconded by Mr. ——— was carried.

Some further discussion then ensued, in reference to the relationship existing between the China Fire and Hongkong Insurance Companies, with reference to their working in unison, &c., in the course of which the Chairman stated, in reply to Mr. Carter, that the Hongkong Co. had contributed Tls. 348 in the shape of premia to the China Fire, and that the latter had contributed Tls. 1,094 to the Hongkong Company, in the course of the year.

It was eventually decided to leave this matter in the hands of the Directors.

Mr. Maccall next proposed—

That the Board of Directors as at present constituted be re-elected for the ensuing year.

This was seconded by Mr. Overweg and carried.

Mr. Lemann thought the meeting ought not to separate without some allusion to the loss of Tls. 193,000 which had been experienced in Japan. He thought the case amounted to this, that an experiment had been tried and had succeeded badly. Ever since Japan had been opened, we had heard of nothing but a succession of fires. In China such a thing as the destruction of a foreign hong by fire was almost unheard of, and even among native houses, the fires were very small. It might be said that Yokohama had been so reconstructed that the danger in future would be infinitely less than it had previously been. It had been urged too that one cause of the great destruction at the last fire was that a strong wind was blowing. But this appeared to be a usual thing at Yokohama; strong winds were always blowing. At present the Company took $50,000 on a risk, and he thought this was too much to take on one risk. The amount to be earned seemed to be incommensurate with the risk to be run. He thought £5000 quite sufficient to be taken on one risk. He did not wish to propose a resolution on this subject; but merely called attention to it.

The Chairman said the previous limit had been $ 80,000 and this had been reduced by the Directors to $50,000 after the recent fire. If the shareholders thought the limit ought to be still further reduced, it could be done.

Mr. Overweg thought there was no need to reduce the limit. It would be better to raise the premium.

The Chairman said this could not be done except in concert with the other Companies. This Company must either refuse risks or conform to their rates. The several Companies had at present agreed in concert to double the previously existing rate.

Mr. Kidner pointed out that the difference between Japan and China existed not only in the risk of fire, but in the amount saved. In China they could generally reckon on a quarter of the value of a house as salvage, in the shape of bricks, &c. In Japan nothing was left.

In answer to a question by Mr. Groom.

The Chairman said the salvage from the Yokohama fire had only amounted to one per cent.; they had fortunately only had one fire of any consequence in Shanghai, the total value of that property was Tls. 17,500, of which Tls. 3,400 had been saved.

Mr. Maitland thought they were going into questions of detail which were within the province of the Directors.

After some further discussion,

Mr. Overweg proposed and Mr. O. Booth seconded,

That this Company do not take any risks on buildings and their contents at Yokohama.

Mr. Carter proposed as an amendment to this, and Mr. Probst seconded.

That the risk on any one building or in any one compound be reduced to $50,000 on a first class risk, and to $30,000 on a second class risk, and that the China Fire Insurance Company join with the London Offices in arranging suitable rates of premium.

This was carried, and, with a vote of thanks to the Directors who had acted during the past year and to the present Chairman, the meeting separated.

REPORT.

The Directors have the pleasure to lay before the Shareholders a report of the Company from 1st January to 31st December 1866, and a Balance Sheet showing its position at the latter date.

It appears from the Accounts, which have been duly audited, that there was at Credit of the Company, a balance, exclusive of Capital, of Tls. 105,567.22.

The business of the Company for the past 12 months has shown (notwithstanding the general depression of trade) an increase upon that of the preceding year, of upwards of Tls. 22,000, that is to say, in Shanghai, Tls. 13,481.12, and at the various ports, Tls. 8,738.57.

In referring to the loss at Yokohama, the Directors regret that the Company should have suffered so severely, and have to inform the Shareholders that all claims have been settled, and were most strictly examined into before payment.

In accordance with the provisions of the Deed of Settlement the term of Office of the Directors expires this day, but they are eligible for re-election.

BALANCE SHEET, 31st DECEMBER, 1866.

Dr.	Taels.	Taels.
To paid up Capital on 400 Shares		200,000.00
,, Reserve Fund on 31st December, 1865	106,816.35	
Less Amount at Dr. of Working Account 31st December, 1866, brought forward	91,249.13	
		105,567.22
,, Suspense Account		186,483.13
Shanghai Tael		492,050.35

Cr.	Taels.	Taels.
By Cash on Interest at 7 per cent, per annum—with Chartered Mercantile Bank	100,000.00	
with Comptoir d'Escompte de Paris	124,000.00	
,, Hongkong and Shanghai Banking Company	100,000.00	
,, Oriental Bank Corporation	124,591.91	
		446,591.91
By Cash in account current with Commercial Bank Corporation	5,417.95	
,, ,, in Secretary's account with Commercial Bank Corporation	3,350.03	
,, ,, in account current with Hongkong and Shanghai Banking Co.	24,524.42	
,, ,, in Secretary's account with Hongkong and Shanghai Banking Co.	452.62	
,, ,, in Divided account with Hongkong and Shanghai Banking Co.	550.00	
		34,295.02
By Cash in hands of various Agents		6,343.86
By Five Shares in Hongkong Fire Insurance Co. $2,500	1,860.00	
,, Office Furniture	287.03	
,, Fire Engine at Hankow	671.63	
		2,818.66
Shanghai Taels		492,050.35

WORKING ACCOUNT, 31st DECEMBER, 1866.

Dr.	Dollars.	Taels.	Taels.
To Premia collected to 31st December, 1866—			
Shanghai			58,349.24
Hongkong	43,522.44	31,346.37	
Yokohama	16,266.90	11,712.16	
Hankow		10,336.36	
Foochow	9,561.63	6,884.35	
Nagasaki	8,867.29	6,383.45	
Ningpo	3,695.68	2,228.88	
Amoy	2,902.23	2,090.80	
Tientsin		1,931.87	
Kiukiang		1,564.43	
Swatow	1,221.65	879.60	
Chefoo		510.80	
Newchwang		187.50	
			76,069.61
To Interest Account			29,721.01
,, Profit on Exchange			1,674.35
,, Balance to be transferred to Reserve Fund			91,249.13
Shanghai Taels			256,463.34

Cr.	Taels.	Taels.
By *Charges in Shanghai*—		
,, House Rent Repairs and Taxes	1,587.47	
,, Advertising, Printing and Stationery	493.59	
,, Retaining Fee to Solicitor	300.00	
,, Law Expenses	467.00	
,, Subscription to Fire Brigade	400.00	
,, Auditors' Fees	400.00	
,, Office Expenditure	674.74	
		4,322.86
By Salary of Secretary	3,000.00	
,, ,, Assistant	1,200.00	
		4,200.00
By Charges at various Agencies—		
,, Hongkong	174.63	
,, Yokohama	99.72	
,, Ningpo	85.69	
,, Hankow	3.00	
		363.04
By Commission to Agents		7,684.38
,, Re-Insurance		2,990.40
,, Dividends on 400 Shares at Tls. 50 per Share		20,000.00
By Losses and Claims—		
,, Shanghai	17,692.53	
,, Hongkong	6,624.00	
,, Yokohama	193,176.87	
,, Foochow	6.36	
		217,501.76
Shanghai Taels		256,463.34

CRICKET.

A match has been played between the First Eleven and Twenty-two, which resulted in a complete victory for the latter, who beat their opponents by 74 runs. We subjoin the scores.

THE TWENTY-TWO.

First Innings.		Second Innings.	
Chalmers b. Mollison	5	Evans r. o.	3
Wade b. Dent	2	Merry c. Hearn	7
Ramsay b. Dent	0	Wakefield c. Power	22
Wakefield b. Mollison	1	Blain c. Dent	25
Harten r. o.	3	Wade b. Dent	4
Anderson b. Dent	12	Jowitt b. Dent	4
Hyslop c. Mollison	9	Anderson c. Dent	0
Dow l. b. w.	0	Ramsay r. o.	2
Gilmour b. Mollison	0	Hyslop c. Dent	1
Jaffray a. Manson	11	Jaffray c. Dent	14
Blair b. Mollison	0	Dow r. o.	1
Weston b. Mollison	0	Fisher b. Dent	8
Morris b. Mollison	0	Chalmers b. Manson	27
Jowitt r. o.	2	Mowatt r. o.	4
Mowatt b. Mollison	4	Morriss r. o.	20
Evans b. Darling	4	Cooper b. Mollison	0
Merry not out	12	Gillillan b. Mollison	0
Meller c. Mollison	2	Gilmour b. Mollison	16
Cooper b. Darling	4	Harten c. Darling	0
Fisher r. o	9	Jackson	12
Byes	2	Byes	4
Leg byes	1	Wide balls	8
		Leg bye	1
	81		186

FIRST ELEVEN.

First Innings.		Second Innings.	
Power b. Anderson	2	Hearn l. b. w.	0
Bullock b. Anderson	21	Bullock c. Jaffray	0
Mollison c. Wakefield	6	Tate c Jaffray	0
Manson c. Hyslop	9	Mollison b. Jackson	18
Tate c. Chalmers	9	Waller c. Hyslop	0
Waller not out	18	Manson c. Jackson	19
Price b. Wade	1	Groom c. Jaffray	8
Darling b. Wade	0	Dent b. Jaffray	14
Dent c. Wakefield	17	Price c. Morris	3
		Darling not out	5
		Turnball	
Byes	1	Byes	2
Wides	20	Leg byes	1
		Wides	27
		No ball	1
	104		89

PEKING SPRING MEETING.—1867.

FIRST DAY.

The Maiden Plate.—¾ mile. For ponies that have never run in China.

Sir Eric Farquhar's *Curio*...13 hds. 1 in....1
The Federal's *Monitor*.....13 ,, 2 ,, ...2
Mr. Murray's *Felix Holt* ...13 ,, 1 ,, ...3
Claymore, *Rufus*, and *Punch* also ran.

Betting.—20 to 1 against *Feliz Holt*, 5 to 2 against *Claymore* and *Monitor*, 4 to 1 against *Curio*. *Monitor* went away with the lead at a rattling pace, closely attended by *Feliz Holt* and *Curio*. The other ponies all well up. On turning the corner into the straight run home *Curio* rushed past his horses and won easily by several lengths, a length and a half separating *Monitor* and *feliz Holt*.

The Challenge Cup.—Presented by R. Hart, Esq. and the gentlemen of the Imperial Maritime Customs.—1½ mile. The cup to become the property of any gentleman whose pony or ponies shall have won it two years consecutively.

Mr. B smarck's *Sadowa*.....13 hds. 0 in... 1
,, C molly's *Despatch* .....13 ,, 2 ,, ...2
,, Brown's *Quilldriver* ...13 ,, 2 ,, ...3

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Betting.—Even between *Sadowa* and *Despatch*, 5 to 2 against *Quilldriver*. *Despatch* took up the running and led for the first mile ten lengths in advance of the others. At the end of the mile he fell back and was collared by *Sadowa*, who, after a race of about 150 yards, pulled to the front and won by about ten lengths; *Quilldriver* far behind. Mr. Bismarck having won this cup two years successively, it now becomes his property.

THE CELESTIAL PLATE.—For Ponies owned and ridden by Student Interpreters only.—1 mile.

Mr. Porter's *Shillelagh*.....13 hds. 0 in....1
" M'Clatchie's *Punch*.....13 " 1 " ...2
" Egan's *Gingerbread*.....13 " 0 " ...3

Any odds on *Shillelagh*, who passed *Gingerbread* after the first half mile, and led home in a canter. *Gingerbread* and *Punch* had a smart race for second which was won by the latter.

THE TIENTSIN CUP.—Presented by gentlemen of the Tientsin Community.—1½ mile.

Mr. Murray's *Robinson Crusoe* 13 hds. 0 in. 1
The Federal's *Monitor*.....13 " 2 " 2
Sir E. Farquhar's *Antelope*.....13 " 1 " 3
Mr. Hart's *Fenian*.....13 " 2 " 4

Betting.—Even on *Antelope*; 3 to 1 against any other. *Antelope* bolted at the start, and past the Grand Stand several lengths ahead. *Robinson Crusoe* caught him up at the next turn and passed him, as did also *Monitor*. This order was preserved to the end; *Robinson Crusoe*, beautifully handled, winning after a game struggle by ¾ of a length; two lengths between *Monitor* and *Antelope*.

THE METROPOLITAN CUP.—Presented by gentlemen of Shanghai.—½ mile.

Mr. Murray's *Felix Holt*....13 hds. 1 in....1
" Man's *Claymore*.....13 " 0 " ...2
" Porter's *Shillelagh*.....13 " 0 " ...3
Sir E. Farquhar's *Curio*.....13 " 1 " ...4

Joke, *Kwandu*, *Rufus*, and *Punch* also ran.

Betting.—5 to 2 against *Shillelagh* and *Felix Holt*, 4 to 1 against any others. *Felix Holt* took the lead, and won a hard race by half a length. A length separated *Shillelagh* and *Claymore*.

THE LADIES' PURSE.

Mr. Bismarck's *Sadowa*.....13 hds. 0 in....1
Sir E. Farquhar's *Antelope*...13 " 1 " ...2
Mr. Brown's *Quilldriver*.....13 " 2 " ...3
" Oldrorsky's *Sultan*.....13 " 2 " ...4

Despatch, *Monitor*, *Touch-and-Go*, and *Robinson Crusoe*, also ran.

Betting 5 to 4 against *Sadowa*, 7 to 2 against *Antelope* and *Quilldriver*. *Robinson Crusoe*, *Quilldriver* and *Touch-and-Go*, went off with the lead, attended by *Monitor* and the favourite at a respectful distance. At the ¾ mile post *Robinson Crusoe* fell away, and *Sadowa* coming nearer the front, the ponies ran in this order to the head of the straight, when *Sadowa* rushed to the front and won in a canter; *Antelope* saving his second money cleverly.

SECOND DAY.

PEKING DERBY.—1 mile. Winners of the Maiden Plate or Ladies' Purse to carry 5 lbs. extra; of both, 7 lbs. extra.

Sir E. Farquhar's *Curio** ...13 hds. 1 in....1
Mr. Bismarck's *Sadowa**.....13 " 0 " ...2
Mr. Man's *Claymore* .....13 " 0 " ...3

Shillelagh, *Monitor*, *Quilldriver*, and *Felix Holt* also ran.

* 5 lbs. extra.

Betting.—5 to 4 on *Sadowa*, 2 to 1 against *Curio*, and 3 to 1 against *Shillelagh*. *Sadowa*, in consequence of his previous victories was the favourite in this race. When the flag fell, *Felix Holt* refused to start. *Monitor* and *Curio* took up the running, the latter inside, and leading slightly, *Sadowa* on the outside; all the ponies well up. At the ¾ mile post *Sadowa* and *Claymore* pulled out in front; a magnificent run down the straight ended in a victory for *Curio* by about a length, *Sadowa* second, and *Claymore* only a length behind. This was the fourth Peking Derby.

Winners of the Peking Derby.

1864, *Kieselach*, the joint property of Mr. Bismarck and Mr. Allen.
1865, M. Butzav's *Mulodetz*.
1866, Mr. Man's *Customer*.
1867, Sir E. Farquhar's *Curio*.

THE WANG-HO-LOU STAKES.—½ mile.

Mr. Campbell's *Touch-and-Go* 12 hds. 3 in. 1
" M'Clatchie's *Punch*.....13 " 1 " 2
Sir E. Farquhar's *Crappy*....13 " 0 " 3

Betting.—6 to 4 on *Touch-and-Go*, 2 to 1 against *Crappy*. *Touch-and-Go* went off with a lead and won easily. A length between second and third.

THE MINISTERS' CUP.—Presented by the Foreign Legations at Peking.—2 miles. Winner of the Challenge Cup or Tientsin Cup 5 lbs. extra, of both 7 lbs.

Mr. Bismarck's *Sadowa*.....13 hds. 0 in....1
Mr. Harvey's *Rufus*.....13 " 2 " ...2
Sir E. Farquhar's *Antelope*..13 " 1 " ...3
Mr. Conolly's *Despatch*.....13 " 2 " ...4

Fenian and *Monitor* also ran.

Betting.—6 to 4 on *Sadowa*, 4 to 1 against *Antelope* and *Despatch*. *Despatch* again led at a great pace, *Sadowa* next to him, *Rufus* third and *Antelope* fourth. This continued till the end of the first mile and half, when *Sadowa*, *Rufus* and *Antelope* successively passed *Despatch* and came to the winning post in that order; *Sadowa* about five lengths ahead of *Rufus*.

HACK RACE.—¼ mile. For ponies not entered for any other race at this meeting.

Mr. Bismarck's *Kitzelpelle*...13 hds. 1 in....1
" Man's *Sambo*.....13 " 0 " ...2
" Murray's *Gizz*.....13 " 2 " ...3

Betting.—Even on *Kitzelpelle*, 5 to 4 against *Sambo*. *Kitzelpelle* led, and won easily.

THE STEEPLECHASE.—About a mile.

Mr. Porter's *Shillelagh*.....13 hds. 0 in....1
" Olarovsky's *Joke*.....13 " 0 " ...2
" M'Clatchie's *Punch*.....13 " 1 " ...3

Betting 6 to 4 on *Shillelagh*, who was first over the bank in front of the stand. The ponies took the second and third jumps together; *Shillelagh* was first over the trench, half way round, and led to the end, winning by about 10 lengths.

THE TRIAL STAKES.—For all winners; and for second ponies in Challenge Cup, Tientsin Cup, and Minister's Cup.

Mr. Bismarck's *Sadowa*..... 1
Sir E. Farquhar's *Curio* 2
Mr. Conolly's *Despatch*..... 3
" Murray's *Robinson Crusoe*... 0

Sadowa was again made the favourite. *Robinson Crusoe* made the running, but was passed by *Despatch*, who led to the ¾ mile post, where *Sadowa* passed him; *Curio* passed *Despatch* at the head of the straight run home, and ran three lengths behind *Sadowa* to the winning post.

THE CONSOLATION STAKES.—½ mile for beaten ponies and those that had not run in the Trial Stakes.

Mr. Man's *Claymore* 1
" Harvey's *Rufus* 2
" Olarovsky's *Sultan*..... 3

Monitor and *Gizz*, also ran.

Even on *Claymore*, who won easily.

THE NATIVE SCRAMBLE.—Ridden by Chinese grooms.

Mr. Bismarck's *Sadowa*..... 1
Sir E. Farquhar's *Antelope*..... 2
Mr. Porter's *Shillelagh*..... 3
Mr. Conolly's *Despatch*..... 4

Sultan, *Touch-and-Go*, *Claymore*, *Monitor*, *Fenian*, and *Felix Holt*, also ran.

Sadowa took a clear lead and won his fifth race easily. *Antelope* and *Shillelagh* struggled for second, which was gained by the former, by half a length.

THE S. C. & C. GAZETTE.

To the Editor of the
NORTH-CHINA HERALD.

SIR,—It is a long time since I was at school; but I think I recollect a line

Parturiunt montes, nascetur ridiculus mus.

Every body was expecting an explanation, in Saturday's *Supreme Court and Consular Gazette*, of the extraordinary article held up by you on the 6th instant. But every body looked for at least a moderately plausible one. A more feeble attempt at tergiversation than that actually perpetrated, however, never disappointed an expectant public. And I very much doubt whether the author himself can reconcile the two effusions, when placed in juxta position.

S. C. & C. Gazette, April 6.

What the decision of a jury of British merchants would have been in the case, few can doubt who know how ingrained is the impression that a determination on their part to acknowledge but one party to a transaction, relieves them from all legal responsibility towards others. The result, however, to which a judge might come is more problematical, as he would view the case on the facts presented, and without reference to the course of dealing which one section, viz. the foreign section of the mercantile community, had in their own interests persistently adopted.

S. C. & C. Gazette, April 13

We meant simply what we said, that a jury of foreign merchants acting under the impression that a particular line of conduct relieves them from a certain liability, would have returned as they would have been perfectly justified in returning a verdict for the defendants. Applying the law as they understood it, and as it would have been the duty of the judge to lay it down to them under one view of the facts, the decision would not have been in any way either against their oaths or against the facts, because they would, in considering them, have given credence to one story and discredited the other.

The interpretation placed by most people on the first paragraph, was anything but that conveyed in the second. The first seemed to imply that English merchants would have been by no means "justified in returning a verdict for the defendants"; and that the judge would have laid down the law "on the facts presented," in a sense directly opposed to that which it was assumed British merchants would have taken.

In fact, the only feasible explanation of the whole thing is that the *Gazette* sees it has made a blunder, and wishes to make the best apology it can, without owning itself wrong, to the men it had hastily insulted.

Yours truly,
CATO.

Law Reports.

SUPREME COURT.

Before C. W. GOODWIN, Esq.
REGINA *v.* FORTIS.

9th April.

The following gentlemen were sworn in as jurymen:—Messrs. B. Dallas, A. Ferguson, A. Ilbert, B. Pallant, and H. C. Cammidge.

Mr. MYBURGH conducted the prosecution. The prisoner was undefended by Counsel.

The indictment charged Joseph Fortis with having on the 18th March, while on board the *Corea* then lying in the port of Nagasaki, unlawfully maliciously and feloniously wounded with a certain knife John Hoole, also at the time on board the aforesaid ship with the intent of doing him some grievous bodily harm, contrary to the statute made and provided in such cases and against the peace of our Sovereign Lady the Queen her crown and dignity.

The prisoner pleaded "Not Guilty."

Mr. MYBURGH.—If it please your Lordship and you gentlemen of the jury. The felony with which the prisoner is charged is that of wounding captain Hoole with the intention of doing him a serious bodily harm. The offence is statutory and falls within the 24th and 25th Vict. c. 18, under which the prisoner is about to be tried. The act punishes the offence with penal servitude for a term of not less than three years or with imprisonment for a term not exceeding two years. The facts of the case are as follows. On the morning of the 18th March the *Corea* weighed anchor in Nagasaki harbour for the purpose of proceeding to sea. The prisoner was at the wheel steering. The captain found fault with him for the manner in which he was steering and was answered insolently by him. As the steering was still bad, the captain went from the house with his night glasses and raised his hand to push the man away from the wheel, when he was stabbed by the prisoner. About the act of the stabbing there is no doubt. The question is about the intent. The prisoner states that the captain ran his hand into his knife that was in his breast. Dr. Thin will tell you that the wound was not such an one as would have been so inflicted, as then it could not have been given by a blow struck downwards as he considers it was. If you should be of opinion that the wound was given with malicious intent, it will be your duty to find the prisoner guilty, but if you should consider it happened in a scuffle you must then discharge him.

JOHN HOOLE.—I am master of the *Corea*. On 1st March I was in the port of Nagasaki weighing anchor to proceed to sea. The prisoner at the bar was an able seaman on board my ship. I ordered a man to be sent to the wheel and the prisonre went. It was 3.30 A.M. the moon was clouded over and the prisoner steering brought the ship's head on to the land. I told him to mind the steering. He answered impertinently that he knew how to steer the ship, he had steered ships before. I got down from the house to put the wheel right, I had a pair of night glasses in my left hand. The prisoner was standing on the starboard side. His left hand would be on the wheel. I approached from the port side. I was, when attempting to push him away, nearly face to face with him. I raised my right hand to push the wheel over. As he became obstreperous I pushed him away. It was then he stabbed me. I did not see a knife in his hand as it was dark. I felt a stab. About an inch above my wrist it was. I went to a doctor and had my hand attended to. Since my arrival in Shanghai I have consulted Dr. Thin. He examined the wound carefully. I did not have the prisoner seized and examined after being stabbed. After my wound was dressed, the prisoner in answer to questions said he had no knife about him.

TO JOSEPH FORTIS.—I did not strike you.

Dr. ROBERT THIN was now called for. But the summons on him was not served until this morning after he had left his house. He would not be back at his house before twelve o'clock.

Mr. MYBURGH said this witness' evidence was of importance as tending to show, from the nature of the wound, whether it was inflicted intentionally or was the result of accident.

The ASSISTANT JUDGE did not consider he could stop the case.

JOHN HOOLE (re-called) to the Court.—The direction of the wound is straight down at right angles to the back of the hand. I should say it was about an inch deep and an inch long. I cannot use my hand at all, even now. I can't tell whether the wound goes between the bones or not. I could not move my fingers for a fortnight or more. I was going to seize the wheel with my right hand. I had my glasses in my left hand.

The prisoner on being asked whether he had any statement to make, said that he was at the wheel on the morning in question when the captain sung out to him to starboard, and he did so. The captain then used abusive language to him, and asked him why he did not port. He answered that he had just ordered him to starboard. The captain then jumped off the house and struck him. The prisoner said he would not take a blow from any one. The captain then went down below, and shortly after came on deck again and told the prisoner he had stabbed him. He (the prisoner) had not done so.

The ASSISTANT JUDGE briefly summed up. He remarked that the captain's evidence was somewhat obscure, but that there was no other before the Court, and so from it they must judge about the prisoner's intention. There was also the prisoner's statement, the likelihood of which, or the contrary, they should take into account.

The JURY retired, and after a few minutes' deliberation returned a verdict in these words—"We believe the man guilty, but under circumstances of provocation."

The ASSISTANT JUDGE said this was finding the prisoner "Guilty," and sentenced him to six months' imprisonment with hard labour.

Before Sir E. HORNBY.

April 16th.

ROWBOTHAM *v.* WILKINSON & Co.

Mr. ROBINSON appeared for Mr. Rowbotham.

Mr. LAWRANCE appeared for Messrs. Wilkinson & Co., to apply for leave to appeal to the Privy Council.

Mr. ROBINSON in shewing cause against the rule argued that the sections of the Order in Council bearing upon the question left a discretionary power with the Court of granting the appeal or not, and urged that this being a case in which the judgment of the Court below in all probability would not be altered, was one wherein the Court might reasonably exercise this discretion.

The CHIEF JUDGE, without calling on Mr. Lawrance to reply, stated that sec. 139 of the Order in Council left him no option. The section stated "nothing in this Order shall affect the right of Her Majesty at any time on the humble petition of a party aggrieved by a decision of the Supreme Court in a civil case, to admit his appeal thereon on such terms and in such manner as Her Majesty in Council may think fit, and to deal with the decision appealed form in such manner as may be just." He could not therefore refuse to grant the appeal, but before so doing, the damages Tls. 8 000 and the costs $641, with $2,500 as required under sec. 135 must be paid into Court. The Chief Judge taking into consideration Mr. Rowbotham's circumstances out here mentioned that if Tls 3,000 with taxed costs $641 were paid to him (Mr. Rowbotham) he would consent to take such security as Mr. Rowbotham might be satisfied with for the balance of the damages to be awarded and the costs of the appeal, otherwise the amount named above must be paid into Court.

Rule granted.

Before Sir E. HORNBY.

REYNOLDS *v.* MEDHURST.

April 16th.

This suit was instituted for the recovery of Tls. 6,210 monies declared to have been misapplied by the defendant on the ground of his having received them to the plaintiff's use.

Mr. MYBURGH appeared for Mr. Reynolds.

Mr. RENNIE appeared for Mr. Medhurst.

Mr. MITCHELL watched the case on behalf of Dr. Legge.

Mr. MYBURGH having stated the nature of the plaintiff's claim and having referred to the facts which had been brought to the notice of the Court upon a previous occasion, argued at great length to shew that the duties of a Consul are clearly separable into ministerial and judicial duties. In paying away monies belonging to the plaintiff Mr. Medhurst acted ministerially, and having thereby done the plaintiff an injury, an action laid. The learned Counsel would admit the doctrine of law giving immunity to Judges for judicial acts, but the act complained of was not a judicial act. A Judge of Record alone is protected by the doctrines of law, but the practical consequence of his being considered a Judge of Record is that proceedings before him can be proved or disproved by the record thereof only. There is no record of judgment in favour of Dr. Legge or of any proceedings on his behalf. How then can it be urged that the defendant acted as a Judge of Record when evidence of the acts wholly wanting? Mr. Myburgh then contended that the defendant could not claim protection as a Judge, inasmuch as he was wholly without jurisdiction ab initio. The foreign jurisdiction Act and the Order in Council were the sources from which he derived his jurisdiction but it was a rule that where jurisdiction was given by Statute or by Order in Council, it must be complied with strictly. The sections in the Order referring to the hearing and determination of suits and the rules of practice framed thereunder, were not complied with in any way. Dr. Legge's alleged claim was decided without a suit or proceeding of any kind. This was not the case of an assumption of jurisdiction on the part of a Judge owing to a mistake of fact, which might have protected him, but was owing to a mistake of law. In all the cases in which Judges were protected, they were acting in a judicial capacity, and in the course of a suit or other proceeding actually pending before their Court. Mr. Myburgh referred to Kemp *v.* Neville, Taaffe *v.* Downes and Calder *v.* Halkett, and proceeded to shew that the limitation clause in the Order in Council did not apply in the present case.

E. A. REYNOLDS.—Mr. Medhurst was Consul in Shanghai at the time in question. In Dec. 1861 I received a bill of sale from Mr. Wynter. In March 1862 he disappeared, leaving all the goods under the bill of sale in his house. Mr. Medhurst took possession of them. I left a power of attorney with Mr. Byrne, who brought an action and obtained judgment. My bill of sale was put in at the trial and I claimed under it. After judgment I had frequent communication with Mr. Medhurst. He never mentioned

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to me any prior claim against Mr. Wynter. Eventually I bought the presses and type from Mr. Medhurst. I paid for them to Mr. Medhurst. Repeatedly I made claims under my judgment. [Witness here read a formal notice that he had served upon Mr. Medhurst enjoining him not to part with the goods, presses, types, &c.] I have never received anything under my judgment. I have made claims on some five or six Consuls for this debt. Mr. Medhurst returned from England about eighteen months ago. I heard from him that the money in question was sent to Hongkong sometime after my notice, and before he left for England. I had a verbal notice from him that he was going to England. I have even applied to Sir F. Bruce at Peking. I have had no answer. I was informed by the Consul that the monies would be retained until Mr. Medhurst's return from England.

To Mr. Rennie.—At the time of my notice I was unaware of Dr. Legge's claim. I might have heard of this claim before my notice. This money at issue was due to me on a promissory note. It had not fallen due at the time of the notice. Mr. Medhurst told me in conversation that Dr. Legge had a prior mortgage to mine. I made every possible suggestion to the consul that was likely to get my money. Mr. Medhurst told me the money had been sent to the Attorney general, who would not give it up without a bond holding him harmless in the event of a prosecution by me. I believe this is Mr. Wynter's signature. Wynter & Co. have been whitewashed. There was a severe winter in Shanghai just then, that I have never got over. There was no other man of the name of Wynter in Hongkong that I knew of.

This closed the case for prosecution.

Mr. Rennie on behalf of the defendants said that he felt a sense of considerable responsibility in this case, as whatever might be the result it was certain that one of two innocent parties must suffer. The principle also to be decided in the case was one of considerable importance, as if the learned Judge were to decide in favour of the plaintiff, it would be equivalent to upholding the doctrine that if a Consul in the exercise of his judicial capacity omitted to pay due attention to the forms and regulations laid down for his guidance, he would on that account be held personally responsible in an action, at the suit of an individual who conceived himself injured by the decision. The learned Counsel then argued at great length that in deciding between the merits of the rival bills of sale and in paying over the money to Dr. Legge, Mr. Medhurst acted within the power and authority conferred on him as Consul by the Order in Council, and that he was therefore free from responsibility or liability as a Judge of the Court of Record, and also by virtue of the special provisions of the Order. He then cited in support of his views Kemp *v.* Neville, Taaffe *v.* Downes, Carrington *v.* Mountain, Regina *v.* Grant, Baston *v.* Carrow. Broom's Constitutional Law pps. 752 to 756 and Chitty on Contracts. The learned Counsel in conclusion said that he much feared he had failed to do justice to the importance of the case, but that he felt sure the learned Judge would give to it his careful consideration and make all allowance for any omissions he might have made.

Judgment reserved.

IN BANKRUPTCY.

Before Sir E. Hornby.

In re K. R. Mackenzie.

April 12.

This was a meeting held for the Bankrupt to pass his last examination and make application for his order of discharge.

The statement of accounts was filed on the 2nd instant.

The Commercial Bank presented an amended account, Tls. 7,555.39 which was admitted.

The Central Bank of Western India applied to increase their proof by Tls. 1,513.90 in consequence of allowances for repairs made by them. The assignees did not assent. The proof was increased by this application to Tls. 8,433.04. The increased proof was admitted.

A claim of Messrs. Hyde Jones & Co. of Tls. 16,209.72 was admitted.

The Hongkong and Shanghai Banking Company claimed to prove for Tls. 12,000 subject to the sale of their security. The claim was admitted subject to an application for the sale if necessary.

The Chartered Bank of India claimed for Tls. 13,226.24 on balance of account subject to any dividend payable from the estate of Ballance and Hallam who jointly with the bankrupt made the promissory note, for Tls. 2,760.74, at three months after date 16th April, 1766. There had been paid on account Tls. 8,809. This claim was admitted.

Messrs. Hall and Holtz claimed on a balance of account Tls. 733 3 which was admitted.

The assets were Tls. 1 400. There was no opposition and the usual order of discharge was granted. The cause of the bankruptcy was attributed to the depreciation in the value of land and of produce, the failure of other firms jointly indebted in the promissory note, and the misappropriation of money by the Chinese.

IN APPEAL.

Before Sir E. Hornby.

Bayier and Co. *v.* Hooper and Clark.

April 13th.

This was an appeal from the decision of H. B. M. Court at Kanagawa.

The petitioners sought to recover from the defendants, $10,502.28, the value of 23 bales of waste silk and nine bales of pressed cocoons, the property of the plaintiffs stored in the defendants' godown, which was destroyed in the great fire at Yokohama last year. In the Court below, judgment had been given for the defendant, with costs.

Mr. Mynburgh appeared for the appellants.

Mr. Rennie appeared for the respondents.

Mr. Mynburgh remarked that there seemed to him to be an idea in the mind of the Court below that there should have been a written policy of insurance, wherein all the terms of such insurance should be set forth, whereas such was not actually necessary. The learned Counsel contended that there had been a distinct verbal agreement, and commented strongly upon the absence of any evidence on the part of Mr. Clark who could have testified as to what had actually passed relative to the agreement.

Mr. Rennie contended that where the evidence was so conflicting as in the present case, he did not think an Appellate Court would consider itself justified in reversing a decision from the Court below, and quoted from a judgment of the late Lord Justice Knight Bruce, in support of this view.

The Court delivered judgment as follows.

Notwithstanding the ability with which this case has been argued by the Counsel for the appellants, I see no sufficient reason to disturb the verdict given by the Provincial Court at Yokohama. The Court below was not satisfied with the proof offered for the purpose of establishing a contract for the Insurance of the silk. Whether such a contract existed or not, was eminently a question for the jury, and in view of the fact that the Consul was assisted by two Assessors, themselves merchants and accustomed to business, I think I should be incurring a great risk by assuming that they had decided not only against the evidence offered, but against the known usage of trade in such matters. It is undoubtedly true that it is for the plaintiff to satisfy the Court beyond doubt that what he claims, he contracted for; and it appears to me that in this case he has failed to do so. He proves through the witness Maas that he contracted with the defendants for them to press and pack waste silk at the rate of $2 per bale. The witness says he had authority to contract, and that he did contract with the defendants on these terms, and that no mention was made of Insurance. The plaintiffs then say that, subsequently to this, but before any silk was actually delivered, one of the defendants represented that their godowns were insured, but as to the exact nature of this representation I am by no means clear. I think however the course pursued by the plaintiffs with reference to sending silk and taking it away again, rebuts the presumption that while it was in the defendants' possession, the plaintiffs concurring, it was covered by any insurance. But even if this were not so, I should be inclined to hold that it was only so covered against any casualty by fire happening during the time it was being pressed and packed, and that, if allowed to remain after the process itself had stopped, it was not so covered. The facts show distinctly that the plaintiffs were in the habit of sending every day sufficient silk to fill the press, and that when it got empty they were so advised and sent more, and when pressed, except on one or two occasions, they took it away to their own godowns, where they had a special insurance in respect of it.

Now I do not see why they did this, if it was as safe in the defendants' godowns as it was in their own. The inference is that, the contract being only for pressing and packing, part for storing, they felt it was uncovered except while being pressed and packed, and therefore took care that no quantity of unpressed silk should be in the defendants' godowns either before it was wanted for the process, or after it was pressed and packed. It is true that on one occasion 119 bales were left for a night in the defendants' godowns, in order that they might be more early shipped next morning, and that one of the defendants said they would be safe as their insurance would cover them; but I cannot construe this into a contract that all future bales if left would be covered by the same insurance. If the defendant had few goods of his own at that time in his godown the insurance might have been sufficient, but at another time he might have had it full, when the insurance would not have been sufficient.

It is true that the defendant Clarke was not called, but this omission arose I think from a mistaken idea entertained by the judges of Provincial Consular Court, that the parties to a case are not themselves competent witnesses, as it is clear from the report that, when the absence of Abegg, one of the plaintiffs, was commented on by one of the defendants, he was informed that he would be allowed to call him for the defence, thus raising the presumption that it was thought he could not depose to facts in his own behalf. Moreover I am not disposed to attach much weight to what it is said Mr. Clarke remarked after the fire. My experience tells me that phrases and words are recollected with marvellous accuracy when an event has happened which gives to such recollection a great importance, and it is certainly not in my experience that men burdened already with a heavy loss are inclined to show any great readiness to assume additional obligations. I don't say that the witnesses actually misrepresented what they thought Mr. Clarke said, but I think the importance of the admission he is said to have made, may have induced them to suppose that he said a great deal more than he actually did say. Another evidence of an uninterested witness does not certainly support the view taken by the plaintiffs of what actually passed.

On the best consideration I can give the case, I cannot say that on the evidence I am dissatisfied with the finding of the Court below. The whole case was before them. There were two competent experienced mercantile assessors, and there was no want of talent shown by either party in respectively bringing forward their points and demonstrating the working of each other's case, and I think I am fairly meeting the justice of the case by dismissing the appeal, leaving both parties to pay their own costs of this appeal. I am aware this is an unusual course, but I think the appeal was a bonafide one, and that the appellants were entitled to take the opinion of the Court above. In all three cases I wish it to be understood that in such contracts there should be no room for doubt. If a man intends to insure he should say so, and take care by proper precaution to make it apparent to a Court of Justice that he actually did what he thought he had done or intended to do.

Appeal dismissed without costs.

IN H. B. M. CONSULAR COURT.

Before Edward Whittal, Consul, Esq.

Rex *v.* Edward Sommer.

April 11th.

The indictment charged the prisoner Edward Sommer with having on April 3rd 1867, in the foreign settlement of Shanghai feloniously, wilfully and of his malice aforethought killed one Richard Harris, a subject of H.B. Majesty, against the peace of our Sovereign Lord the King his crown and dignity.

To it the prisoner pleaded "Not Guilty." The following gentlemen were then sworn as jurymen, Messrs. Hanssen, Meyer, Levysohn, Schmidt, Smith.

Mr. Bech H.D.M. Vice Consul conducted the prosecution.

Mr. Rennie was asked by the Danish Consul to watch the case for the prisoner.

John Barry.—I am Captain of the *Eunice Nicholas*. The prisoner was an apprentice on board my ship. He left it about seven in the morning of the 3rd inst. with my knowledge. He was to have returned by noon but did not do so. I was summoned by a policeman to identify his body on the 4th inst. The cause of death was a stab in the left side. The deceased was in perfect health when he left my ship. He had been on shore about a fortnight previously. When he returned to my ship on that occasion he was sober. He left the ship with $4 from me to buy clothes, he said.

This witness was not cross examined.

Dr. Johnson.—On 4th April I was called on by Mr. Mowatt to make a *post mortem* examination on the body of a man murdered in a house in the French Concession. I found death to be caused by a wound through the upper part of the left lung and penetrating the heart. The wound was mortal and must have resulted almost instantaneously in death. There was also a slight wound on the forehead, but not of any importance. The wound on the forehead might have been caused by a fall. Very likely it was so caused.

To the Court.—I think the wounded man might have spoken after the mortal wound, and risen up and staggered a pace or two.

To Mr. Rennie. The man was lying down in my opinion from the direction of the wound when it was given. The wound must have been given with force and deliberation. In whatever position the man was, the blow passed upwards and inwards. A knife was shown to me. It was such an one as would have inflicted the wound.

Re-examined. I do not consider the wound could have been given from behind.

A-ni. I live by the Yang-king-pang. I saw the death of a man who came into my house. He came at ten o'clock in the forenoon. He said he wished to sleep in my house. I have known him, the deceased a year and a half. When he came at ten in the forenoon he remained till four. Then he went away. He gave me to understand he would return. At two in the forenoon another man came to my house. Three men came to my house at two o'clock. The prisoner is one of them. I could point out the other two. They are not in this room. When the murdered man came back at six o'clock he told me to go to another house. I told him to go on board. He declined and I agreed to go with him to another house. He went first and I followed. We had been in the house a very short time when the prisoner and two others came. The prisoner took a light and looked about. The light was made by the prisoner. In the house are two rooms upstairs and one below. The room below is divided by a passage. In the back room below I staid with the murdered man. Some girls and the other two men were in the front room below. The prisoner said nothing to the murdered man, but struck him. The murdered man was not asleep but lying down at the time. The dead man did not return the blows. I did not see what the prisoner struck the dead man with. The murdered man cried out you have killed me." he jumped out of the bed. The prisoner ran away, so did the other two men. I did not see either of the other two strike the deceased, who got as far as the outer door way after the blow and then fell down. He said nothing when he fell down. Only the girls were in the room then. I saw blood, but could not find where the wound was. A boy in the house went for the police. I remained in the house the whole time. The man died about eight, and the police came about half past eight with the boy. I saw the prisoner the night before the murder, but not previously. I did not see who first touched the body on the arrival of the police.

To Mr Rennie.—The prisoner and the deceased talked to each other, but there was no quarrel. Shortly after the deceased left the others came. At two o'clock when the others came in the deceased was in bed. I know the two men, one of them was a black man, the other a white man. The light was extinguished when the three men entered the room. They brought in a paper light dipped in oil. I had not seen the two men who came in with the prisoner before. The prisoner ran straight up to the bed. The other two men stood in front of it. They said nothing. I did not see the prisoner draw a knife. The prisoner pulled the blanket off the deceased. The deceased then got up and sat on the bed. He was sitting up when the blow was struck. The prisoner told me privately that if the deceased did not go away, the three of them would flog him.

To a Juryman.—The prisoner had a light when he came to the bed. When he came to strike the deceased he handed the light to one of his friends.

Re-examined.—I can't tell which one of the two received the light. I am confident the light was not in the prisoner's hand when he struck the deceased. I did not see how many blows were given. The two men you now produce before me are those I have alluded to as being in the room with the prisoner.

A-kow.—I have a master, his name is Simpson, he is a pilot, he lives at Tinsing hong [by Wright's the undertaker's]. I go daily to the house by the Yang-king-pang creek for my chow-chow. Five foreigners came into the house one Wednesday [3rd April] about 6 P.M., I was in the room into which they came. They spoke about flogging another foreigner. I now see one, the prisoner, of the five foreigners. There are three of the five outside now. The prisoner asked for the girl A-ni. He was told she had gone to her mother. He said nothing, but looked about. He was told by the black man A-ni was in the other house. The prisoner did not ask which other house, but went to another house, followed by the others. I followed them to outside the door and there stopped. I tried to keep myself concealed, because I was afraid of being beaten by them. I did so because what the black man had said roused my suspicions. Five went into the other house. Stopping outside I could look into the house as the door was open. A-ni was in the house, some other girls and the deceased. The black man took a match and got a light which he handed to the prisoner and they all began to look for the deceased who was found by the black man. He then called for the prisoner who came in and struck the deceased with a short knife. There was no noise in the room. I heard no crying out. After the blow was given, the five men ran away. One of them called out "this man makee die." They did not see me. I hid near the door. They saw me when I was calling for the police. The prisoner called out then to take hold of me. The prisoner tried to seize me, but his hand slipped and I got away. One of them had a knife which was thrown into the Yang-king-pang. I know it was thrown there as I saw something being thrown into the creek and told the police so, who found it the next day in the creek. When the police came the man was lying dead. I know he was dead as he did not breathe. A policeman first touched the body.

To. Mr. Rennie.—I gave evidence before the Coroner [Mr. Rennie here remarked that the present evidence of the boy was at variance with what he said before the Coroner, but that he could not cross examine him on that prior evidence without its being placed before him, which he did not think of much use.] I did not go into the house. No one staid outside with me. The prisoner struck the deceased. The black man had no knife. It was thrown over by the prisoner to another man. I did not see these men before.

James Williams.—I am steward in the pilot boat, the *Golden Gate*. I know the prisoner. He lived on board the *Golden Gate* with me. He left it two days before the man was killed. On the 3rd April I met the prisoner about seven o'clock in a house by the Yang-king-pang, I saw him at six o'clock the same day at the City of Hamburgh. I saw him leave the City of Hamburgh and half an hour after met him in a house by the Yang-king-pang. There were three others there. All five of us then went to another house. I did not tell the prisoner in which house the girl was. He told me this himself. All of us went into the room. There was a bed in it. I do not know what was in the bed. The prisoner went up to the bed and pulled back the curtains. He went out for a light. We staid in the house. He then jumped into the bed and remained there some minutes. The light went out as he jumped into the bed. The light he got was taken from one by the door. I heard no scream nor any noise. He came out and said "he has got it" and shewed me his knife bloody. I ran away, though I saw nothing. I did not ask who "had got it." A policeman arrested me. I asked "what the trouble was" and he told me I should find out. We were all as perfectly quiet. Nothing was said about thrashing any one. The prisoner was the first to go up to the bed. I did not pull any clothes off the bed. The first time that day I saw the prisoner was about six. He went up to the bed in the dark and pulled aside the curtains, then got a light

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and went back to the bed. I had no knife with me. The other men with me had not knives, so far as I know. The sailors I know do not generally carry knives. The prisoner was not excited. I was not either. I had been taking two or three glasses.

BASTIAN HOFFMAN.—I am an able seaman on board the *Golden Gate*, where I am known as Tom. I know the prisoner. [The first portion of this witness' evidence merely alluded to the five men going out together to the Yang-king-pang.] I saw no one take a light. * * * The prisoner jumped into the bed. I did not see what happened there. I heard groans. The prisoner said "let us go, we have had enough, I have had satisfaction." We then went to the City of Hamburgh. We said nothing to one another, but smoked pipes and played cards. I never asked what the groaning was about. I saw no knife at all.

To Mr. RENNIE.—I had not been drinking. I did not hear the dead man threatened. * * * I saw no knife thrown into the Yang-king-pang.

LORENZO CARDINI.—I am unemployed now. Three weeks ago I belonged to the *Sea Mew*. After I left the ship I went to stop at the city of Hamburgh. At five o'clock on the afternoon of the 3rd we met at the City of Hamburgh for supper. * * * * I believe there were two rooms below in the house we went to. There was no light in the inner room. I did not go into it. The black man came out of the inner room for a light. I heard a girl call for the police. I went quietly to the city of Hamburgh.

To Mr. RENNIE.— * * * I know nothing about a knife. The prisoner, the black man and Tom went into the back room. I went away quietly by myself to the City of Hamburgh.

LAPONT BATISTE, a policeman, described finding the body. A woman, as far I could make out, told me the man had been murdered by four others. A boy told another policeman a knife had been thrown into the Yang-king-pang. This boy told us to go to a house in the French Concession and pointed out the prisoner, and Hoffman from some eight or ten. The other three were taken subsequently in the same house.

C. V. BONO. I belong to the French police. On Wednesday night I was at the Station. Shortly after the prisoner was brought in I heard him deny the charge of murder, but he admitted having thrashed the deceased * * * He said he jumped on the deceased and so did his friends. He was the first to strike him he said. He added, he had not the knife in his hand. The prisoner himself told us the knife with which he stabbed the deceased was in the creek. It was in answer to a question of Williams that he admitted having stabbed the dead man, and he told me when I asked where the knife was, that it was in the Yang-king-pang.

This closed the case for the prosecution.

No witnesses were called for the defence.

Mr. RENNIE.—I have appeared at the request of his Danish Majesty's Consul to watch this case on behalf of the prisoner. My position is a somewhat peculiar one, as I have had not had any communication with this prisoner. In fact, beyond pleading "Not Guilty" he has declined to speak a word. I therefore can only comment on the evidence and point out some of the discrepancies in it. It is undeniable that the deceased met his death at the hand of one of the five men on the 3rd inst. The questions are whether the mode of his death was such as to render the person causing it guilty of murder or of manslaughter, and whether again such person was the prisoner or some other. The learned Counsel quoted from Russell on Crimes to shew that there must be a formed design to constitute murder, the absence of which would reduce the crime to manslaughter. In the present case the evidence of the witnesses showed no revengeful feeling had been manifested by Sommer. He had merely observed in a quiet way that Harris had gone away with his girl, and that he could not go and look for her. I would remind you that A-ni's evidence against the prisoner is unconfirmed by that of any other witnesses. As to the evidence of the policeman how was it obtained? Williams in attempting to exculpate himself put a question to the prisoner that led to an admission of his having stabbed Harris. But no previous caution had been given to Sommer. All the witnesses excepting Williams have deposed to the active part that he (Williams) took in the matter. He it was who procured the light, who pulled apart the curtains and called it here he is. Such words under the circumstances were calculated to rouse the prisoner's passions. Why did he not say here she is, as it was A-ni for whom the prisoner was searching. I feel sure you will give the prisoner the benefit of any doubt that may exist in your minds, and with these observations I leave the case in your hands.

The jury retired, and after about an hour's absence returned a verdict of "Wilful murder but under circumstances of provocation." The Consul then passed sentence in the following terms.

Prisoner at the bar, after a most patient trial by a jury of your own countrymen, you have been found guilty of the murder of Harris under circumstances of provocation. It is therefore my painful duty to pass sentence. You will be sent to Denmark as soon as an opportunity shall offer, there to be dealt with according to law.

[We have been obliged to excise a great deal of the evidence in this case, as being unfit for publication.—ED.]

MIXED COURT.

Before W. G. STRONACH, Esq.

And HSU.

Messrs. JARDINE, MATHESON & CO. *v* SING-TAH.

In this case the defendant had contracted to take 500 peculs of rice, and gave a promissory note for Tls. 300 bargain money that fell due on the 2nd inst. He had persistently declined either to pay the note or to complete the contract.

Directed to pay the note in three days and to take delivery of the rice in three weeks from the present date.

JOHN DEVERELL *v.* TAR-KEE.

This was an action to obtain payment of a promissory note. Proceedings were withdrawn by the plaintiff.

SUMMARY JURISDICTION COURT.

Before R. MOWATT, Esq.

REGINA *v.* W. LENT. April 16th.

This prosecution was at the instance of Yang-ah-fong.

YANG-AH-FONG.—I am a land tax collector employed by the tipao Chong-yen-tsu. On the 10th inst. at 11 A.M., I went with another man to Mr. Lent's for the land tax. I gave the bill to the house boy who went in with it, when Mr. Lent came out and kicked me once. I mentioned the tipao's name, when he kicked me again, and I ran off leaving the bill.

TO THE COURT.—It is my duty to go to Mr. Lent's hong and collect the land tax, as also to the other hongs in the neighbourhood. This was the first occasion of my seeing Mr. Lent in such a matter. When he kicked me, he bid me "go out." The first kick he gave me was a slight one. The others were severe. I know what "go out" means. I said nothing to irritate him.

CHUN-A-CHEN.—I accompanied the complainant to aid him in the collection of taxes. I went on this occasion and remained outside while Yang went in. Soon I saw Mr. Lent come out kicking the complainant who was running off. I heard Mr. Lent calling out "Lai" with the idea of calling back the complainant. I saw him kick the complainant twice.

TO THE DEFENDANT.—I am sure I saw you kick the complainant twice; and I also heard you call out "Lai" "Lai" to him.

TO THE COURT.—We are never treated in this way at the hongs we go to. I did not hear the complainant say anything or see him do anything to the defendant. He was running away.

This closed the case for the prosecution.

KUNG-AH-CHI.—I am Mr. Lent's house boy. The complainant gave me two bills to take in to my master for land tax. He added he must see my master. I told him "he could not." He said "he must." I showed him the board "forbidding any Chinese to enter my master's apartments or see him without special leave, and ordering them to deliver their messages, &c. to the Chinese servants." He said as he belonged to a public office, he could go in. Mr. Lent rung a bell. I went into the dining room to answer it, and the complainant followed me.

TO YANG-AH-FONG.—I showed you the board. I saw Mr. Lent kick you several times.

ALEXANDER COCK.—I am a tea-broker. I was at Mr. Lent's on the occasion in question. I saw the complainant enter in spite of Mr. Lent's warning him not to do so, and ordering him, through the house boy, to go out. He still remained, and Mr. Lent struck him two or three times with the flat of his foot, not sufficiently hard though to hurt him.

THE COURT ordered the defendant to pay the costs of the summons.

THE REGISTRATION TAX.

To the Editor of the
NORTH-CHINA HERALD.

SIR,—The following question was asked in one of the cases heard on the 6th inst:—

"*Who are 'the other members of the community' referred to in the despatch read by Mr. Myburgh as having been consulted?*"

No answer could be obtained from the Court, and no one else seems to know. Perhaps you can inform us. It has, I think, this bearing, that the Secretary of State may have been led to imagine that the tax is imposed with the general consent of the community. If we must pay for such a false impression, I think we are entitled to know how it arose. I enclose my card, and am, Sir,

Your most obedient servant,
ONE OF THE TWENTY-FIVE.

PILOTAGE.

SIR RUTHERFORD ALCOCK TO H.B.M. CONSUL.

Peking, March 27th, 1867.

SIR,—I learn with regret from your despatch No. 16, on the 4th instant, that the Pilotage Regulations, so recently adopted by common consent, are no longer applicable to ships of all nations, in consequence of the sudden withdrawal of the Prussian Consul General's adhesion. I say with regret, because I am sorry so much pains and labour, taken to ensure unanimity for the common benefit, has been thrown away. But no system of combined action can be worth retaining which is liable in a moment, at the will or pleasure of one Consul, to be rendered inoperative or imperfect. With this conviction I deem it idle to discuss the particular grounds for Mr. Tetteubornʼs secession. Because, instead of attempting to put together again a machine which has broken down from a radical vice in its construction, I think the sooner the whole system is abandoned and the Pilotage of all the ports placed on a totally different basis, the better it will be for the interests of all concerned, and especially of the owners and masters of ships. The importance of these interests and of the objects generally, which are only to be attained by the efficient organization of a Harbour Master's office, with ample jurisdiction, and a Pilot service in connection, is indeed too great to admit of any further loss of time by tentative efforts in the direction hitherto essayed with such bad success.

All maritime countries have endeavoured to maintain the efficiency of Pilots by affording means of instruction, establishing boards to examine and license candidates, and thus securing the competency of those authorized to act. Most systems of maritime law have made the employment of Pilots compulsory, and the number of these is limited with reference to the requirements of each port, in order that adequate remuneration may be secured without too heavy a charge being imposed on ships; laws being enacted for the punishment of Pilots in case of misconduct or incapacity, and of any one not duly licensed by the Pilotage authorities who may attempt to pilot a ship.

That which is done in all other maritime countries is required here, and the duty of making such provisions and regulations devolves of right upon the territorial Government. Nor is there any sufficient reason why Chinese should be exceptionally exempt or otherwise debarred by exceptional legislation from its performance. There is nothing in the exterritorial clauses to preclude a common understanding with the Chinese Government for the application of such rules and Port regulations as may be found necessary to secure the end desired. On the contrary, in the Rules of Trade attached to the Treaty of Tientsin this has been plainly contemplated. For in Rule 10, it is expressly provided that "in the "definition of Port boundaries or in discharging "the duties of Harbor Master; also in the dis-"tribution of lights, buoys, beacons and the like, "the maintenance of which shall be provided "out of the tonnage dues"—the High officer appointed by the Chinese Government to superintend Foreign trade, shall be at liberty of his own choice to select any British subject, (or other Foreigner obviously) he may see fit, and, independently of the suggestion or nomination of any British (or Foreign) authority, to aid him in the performance of these duties.

Pilotage and the regulations required for its efficiency fall properly within the scope of the Harbour Master's office. So does all that concerns the conservancy of the river or waters of the port and their police. These are the special care of the Government of the country, and in regard to China in particular, it is not possible to separate the entire control of the rivers and harbors from the right, so absolutely recognized in all the Treaties, of levying duties and collecting a revenue on Foreign trade, and all past experience tends to show that attempts to intermeddle or prevent the necessary liberty of action only leads to a divided responsibility—perpetual conflict of authority, and the imperfect performance of the work as a necessary result. To obstruct and paralyse the Chinese Government in the exercise of the functions that belong to them, and which they only can properly or efficiently perform, on a plea of exterritoriality, is simply to make good Government in matters affecting Foreigners of their trade impossible, and to relieve the Emperor of China of all responsibility on the subject. It is neither his interest nor ours to do this. The rights of exterritoriality as regards the persons and property of Foreigners are sufficiently secured by Treaty, and will be better safeguarded in practice by leading the Chinese Government to recognize what their responsibilities are, in all their clearness and fullness, and removing every pretext based upon Foreign action for ignoring or shirking them.

With these convictions the Representatives of Treaty Powers at Peking have in communication with the Tsunli-yamen, agreed upon certain general bases on which a system as nearly uniform as possible at all the Ports shall be adopted by the Chinese Government for the regulation of matters connected with Pilotage and the conservancy of the rivers and harbours opened to Foreign Trade, without interference or control from any Foreign authority.

I may not be able by this opportunity to forward you a copy of the Rules which will be promulgated by the Board of Foreign Affairs with the formal sanction and approval of the Representatives. In the meantime I think it advisable that you should at once be informed of the conclusion arrived at, which I trust will effectually remove not only all your present difficulties, but materially promote the best interests of the Port.

You are at liberty to make known the tenor of this despatch to your colleagues, who will probably receive from their own Ministers communications of similar import.

Your obedient servant,
RUTHERFORD ALCOCK.

To C. A. WINCHESTER Esq.
H. M's. Consul, Shanghai.

THE APPROACHING REVISION OF THE TREATY.

(China Mail.)

The step recently taken by the French Consul general who, it is stated, "has issued a letter to the French merchants and the Chamber of Commerce, inviting them to take steps for the expression of their views as to the changes necessary for the approaching revision of the Treaty of Tientsin in 1868," is calculated to rouse the attention of foreigners in China. The "Revision of the Treaty," as the paragraph we have quoted calls it, should be more correctly the "Revision of the Tariff" of the Treaty of Tientsing. And in this place we may notice a discrepancy in the conditions of the French and English Treaties which has not, so far as we are aware, hitherto attracted much notice. By the British Treaty a decennial revision of the Tariff *and of the Commercial Articles of the Treaty* is agreed to, the date of such revision expiring within six months after the 26th June, 1868. By the 27th Article of the French Treaty a septennial revision of *tariff* (only) is provided for, so that the French were entitled to demand its revision on or about the 26th June, 1865. The French treaty says nothing in that context about the revision of the *Treaty* articles, but in Art. 40, it is stipulated that they may be modified twelve complete years after the exchange of ratifications. Now as each Treaty contains what is termed a "favoured nation clause," the case stands thus: France was entitled (and still is, as there is no provision as to time) to revise her tariff in June 1865;—so therefore is Great Britain. Great Britain is entitled to revise her tariff *and* commercial articles in June 1868;—so therefore is France. France again is entitled to revise her treaty about the middle of 1878;—so therefore is Great Britain.

We have thus shortly epitomized a few of the points which occur to us in connection with this vitally interesting subject, as the memorandum of the French Consul General cannot but have excited some feeling of astonishment at either the remissness of our own minister in having omitted to instruct the Consuls at the various ports to issue a similar memorandum to the mercantile communities, or on the other hand, at the singular bad taste displayed by our allies in having authorised their representative to take the initiative in such a matter without consulting with his British and other colleagues. We must confess to a suspicion that the fault lies more with our own authorities than with the French. But whichever surmise be the true one, the attention of our Minister and Consuls must perforce be now directed to the subject, and a notification, inviting suggestions from British merchants and from British Chambers of Commerce, will doubtless soon make its apperance. Of the importance which will attach to the recommendations of the Hongkong Chamber there can be no doubt. The residents of Hongkong have witnessed the establishment and the success or failure of each settlement as now constituted, and have had the opportunity of more dispassionately regarding the progress of events at the treaty ports than their actual residents; while the vital interests of the colony are bound up in the future of the open or yet to be opened ports of China. As possessing moreover amongst its members men of greater weight and experience than are to be found elsewhere, the Hongkong Chamber possesses additional claims to consideration, and it is to be hoped that its share in influencing forthcoming events will not be left to the publication of a tardy memorial on a subject so interesting to British subjects at large in China.

MONETARY AND COMMERCIAL.

SHARES AND STOCKS.

Banks.	Shares	Paid up.	Latest Quotn	Dividend.
	£	£	£	£
Agra & Masterman's Bank ..	50	25	..	..
Bank of Hindustan China and Japan	100	28	..	..
Commercial Bank Corporation	25	25		nil.
Comptoir d'Escompte de Paris	20	20	..	13 p.c.
Chartered Bank of India, Australia and China....	20	20	19	5 p.c.
Chartered Mercantile Bank of India, London and China	25	25	33	10 p.c.
Hongkong and Shanghai Banking Corporation ..	$125	125	115	1 p.c
Oriental Bank Corporation.	25	25	43	12 p.c.

COMMERCIAL COS.	Tls.	Tls.	Tls.	
Shanghai Dock Co.	500	500	150	6 p.c.
Shanghai Club	400	400	Nil.	None.
Shanghai Gas Co.	100	100	60	"
Hongkew Wharf Co.	1,000	1,000	51	"
Shanghai Wharf Co.....	1,000	1,000	50	"
Shanghai S. N. Co.	1,000	1,000	925	8 p.c.
S. Brick & Saw Mill Co.	500	500	Nil.	None.
S. Tug & Lighter Co.	850	850	25	"
Shanghai Horse Bazaar, ...	50	50	0.75	"
French Gas Co.	50	50	45	"
China Fire Insurance Co....	5,000	500	600	16 p.c.
North-China Insurance Co...	5,000	1,000	1,500	..

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Shanghai Silk, and Opium Returns for Season Commencing June 1, 1866.

From Imperial Maritime Customs.

SILK.

To Great Britain.		To Marseilles.		To America.		To Hongkong & Coast Ports.		Total China.		Japan Transhipped.	Grand Total.
Piculs.	Bales.	Piculs.	Bales.	Piculs.	Bales.	Piculs.	Bales.	Piculs.	Bales.	Bales.	Bales.
19240.51	24132	2679.83	3346	66.49	89	167.28	199	22154.16	27766	6436	34202

OPIUM.

OPIUM RETURN FOR THE WEEK ENDING APRIL 13th, 1867.

IMPORTED.

	Malwa.		Patna.		Benares.		Persian.	
	Chests.	Weight.	Chests.	Weight.	Chests.	Weight.	Chests.	Weight.
Imported and stored on board Receiving Vessels	327	327.00	151	151.20	6	7.20	..	..
Imported and transhipped for re-exportation without being stored on board Receiving Vessels or landed	..	..	..	..	..	..	..	..
Imported direct to the shore	..	..	..	..	..	..	..	..
Total	327	327.00	151	151.20	6	7.20	..	..
Landed from Receiving Vessels and intended chiefly for Local consumption	26	26.00	154	154.80	52	62.40	..	..

RE-EXPORTED.

Description.	Chinkiang.		Kiukiang.		Hankow.		Chefoo.		Tientsin.		Newchwang.		Ningpo.		Hongkong.		Total.	
	Chts.	Wght.	Chts.	Wght.	Chts.	Wght.	Chts.	Wght.	Chts.	Wght.	Chts.	Wght.	Chts.	Wght.	Chts.	Wght.	Chts.	Wght.
Malwa	52	52.00	2	2.00	97	97.00	50	50.00	130½	130.50	22	22.00	101	101.00	..	..	454½	454.50
Patna	2	2.40	5	6.00	3	3.60	18	21.60	..	..	..	..	19	22.80	..	..	47	56.40
Benares	..	..	..	..	1	1.20	..	..	..	..	..	..	2	2.40	..	..	3	3.60
Persian	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Turkey	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Total	54	56.40	7	8.00	101	101.80	68	71.60	130½	130.50	22	22.00	122	126.20	..	..	504½	514.50

¶—There have been no entries of Tea or Cotton export at the Custom House since our last issue.

Statement *shewing the Re-exports from Shanghai of Cotton and Woollen Piece Goods, &c., from 1st March to 30th March* 1867.

To Yang-tze Ports.

Grey Shirtings	85,190 pcs.
White "	11,095 "
T-Cloths	38,319 "
Drills	2,740 "
White Spots and Brocades	5,700 "
Dyed Spots and Brocades	5,410 "
Dyed Damasks	370 "
T. R. Cambrics	700 "
Chintzes	8,738 "
Velvets	174 "
Velveteens	78 "
Cotton Handkerchiefs	3,698 doz.
Long Ells	8,440 pcs.
Spanish Stripes	4,426 "
Habit, and Medium Cloths	472 "
Camlets	4,198 "
Camlets Imitation	800 "
Lastings	1,058 "
Lustres Plain and Figured	12,305 "
Sugar Brown	22,266 pcls.
Sugar White	6,957 "
Seaweed	4,990 "
Sapanwood	2,821 "
Iron, Nail Rod and Bar	1,276 "
Tin	517 "
Lead	692 "
Pepper Black	1,965 "

To Northern Ports.

Grey Shirtings	114,450 pcs.
White "	34,950 "
T-Cloths	36,375 "
Drills	17,008 "
White Spots and Brocades	12,479 "
Dyed Spots and Brocades	15,898 "
Dyed Damasks	410 "
T. R. Cambrics	7,490 "
Chintzes	13,826 "
Velvets	240 "
Velveteens	690 "
Cotton Handkerchiefs	1,400 "
Long Ells	900 "
Spanish Stripes	980 "
Camlets	2,000 "
Lastings	1,219 "
Lustres, Plain and Figured	10,884 "
Sugar Brown	131 pls.
Sugar White	125 "
Iron, Nail Rod, and Bar	280 "

To Southern Ports.

Grey Shirtings	15,237 pcs.
White "	1,100 "
T-Cloths	3,896 "
Drills	1,240 "
White Spots and Brocades	50 "
Dyed Spots and Brocades	600 "
T. R. Cambrics	400 "
Chintzes	935 "
Velvets	24 "
Velveteens	276 "
Cotton Handkerchiefs	200 doz.
Long Ells	100 pcs.
Spanish Stripes	162 "
Habit, and Medium Cloths	60 "
Camlets	830 "
Lastings	106 "
Lustres, Plain and Figured	1,250 "
Seaweed	0 "
Sapanwood	0 "
Iron, Nail Rod and Bar	2,159 "
Tin	9,062 "
Lead	508 "

To Japan.

Grey Shirtings	1,800 pcs.
White "	5,900 "
T-Cloths	1,000 "
Drills	2,210 "
Dyed Spots and Brocades	710 "
T. R. Cambrics	5,050 "
Chintzes	400 "
Velvets	1,418 "
Lawns and Muslins	600 "
Cotton Handkerchiefs	988 doz.
Long Ells	20 pcs.
Spanish Stripes	72 "
Habit, and Medium Cloths	172 "
Camlets	770 "
Lastings	1,424 "
Lastings, Imitations	200 "
Lustres, Plain and Figured	5,537 "
Sugar Brown	1,225 pcls.
Sugar White	9,734 "
Iron, Nail Rod and Bar	51 "
Lead	12 "

SHANGHAI, APRIL 17, 1867.

There has been an absence of activity since our last issue. The Mail of the 26th February arrived on the 13th inst.

The *Lennox Castle* with a general cargo from London, anchored in these waters on the 9th; the *Louisa Carrara* from New York on the 12th, and the *Carl Ritter* on the latter date with a cargo of sugar from Iloilo. Other arrivals have been from the coast riverine and Japan ports.

SOFT GOODS.—Grey Shirtings.—Have been in but little demand, the discouraging accounts from Tientsin having checked operations; we hear of forced sales of 8¼ lbs. at Tls. 4.8 ordinary chops.

T-Cloths.—The better kinds continue in request, and are enquired for for northern ports, 6 lb., 1.75 *a* 1.80; 7 lb., 2.00 *a* 2.46.

White Shirtings.—In moderate request, 54 56 Reed, 2.20 *a* 2.40; 60 64, 2.50 *a* 2.70; 66 72, 2.80 *a* 3.20.

Dyed Spots.—3.00 *a* 3.25.

Brocades.—3.20 *a* 3.50.

Chintzes.—Assorted, 1.70 *a* 1.90; Brown, 2.10 *a* 2.20.

WOOLLENS.—Spanish Stripes.—The demand last noted for these goods has been barely maintained, and only a few sales of 111 are reported at 68 c. per yard.

Camlets.—Are in slightly better enquiry, and in some instances sales have been effected at a small advance on last quotation.

Long Ells.—Demand better, both for Scarlet and Assorted. The former have been placed to a limited extent at Tls. 7.05 *a* 7.10 per piece for ordinary chops, and Tls. 7.17 per piece for the better-liked C. P. H. mark.

In other classes of Woollens there is little change to note.

IRON.—Demand continues to run on small sizes which in good qualities command 2.50; there has been no addition to stocks which are low, sales between 6,000 and 7,000 bundles.

COALS.—Supplies do not keep pace with demand. The *Anglo Saxon* from Sydney arrived on the 13th, her cargo found buyers at Tls. 11.00, and the *Helena Domer* from Cardiff yesterday.

Welsh coal, commands Tls. 17 *a* 18
English " 14
Australian as above quoted.

STOCKS & SHARES.—Nothing doing.

LAND & HOUSES.—An entire absence of speculation, there are buyers of lots in exceptional situations, but the prices demanded exceed the limits of purchasers. A number of Chinese houses were destroyed by fires, which occurred on the 14th and 15th, but the property was of no great value, and mostly insured.

IMPORTS.

QUOTATIONS, DUTY PAID, IN SHANGHAI SYCEE.

		T.m.c.		T.m.c.
Grey Shirtings—				
7 lbs.	℔ pc.	2.2.5	to	2.3.5
8¼ to 8½ lbs.	"	2.5.0	"	2.6.0
9 to 9½ lbs.	"	2.9.5	"	3.6.0
White Shirtings	"	.....	"	.....
56 Reed	"	2.3.0	"	2.4.5
60 "	"	2.5.0	"	2.6.0
64 "	"	2.8.0	"	2.8.4
American Drills, 40 yds.	"	4.2.5	"	4.5.0
American Jeans, 30 yds.	"	3.8.0	"	.....
American Sheetings, 40yds.	"	3.8.0	"	4.2.0
English Drills, 40 yds.	"	3.6.0	"	3.8.0
T-Cloths—				
6 to 7 lbs.	"	1.7.5	"	2.4.0
8 to 8·4 lbs.	"	2.6.0	"	2.8.0
Handkerchiefs, Blue	℔ doz.	0.9.0	"	.....
Spotted Shirtings—				
White, 40 yds.	℔ pc.	2.8.0	"	2.8.5
Dyed, Assorted	"	3.1.0	"	3.2.5
Brocades—				
White, 40 yds.	"	2.8.0	"	2.9.0
Dyed, Assorted	"	3.2.0	"	3.5.0
Damasks, Assorted, 40 yds.	"	6.5.0	"	7.2.0
Chintz—				
Assorted, 28 yds.	"	1.7.0	"	2.2.0
Blue	"	1.9.0	"	2.0.0
Brown	"	2.1.0	"	2.2.0
Turkey Reds, 24 yds.	"	2.8.0	"	3.2.0
Velvets—				
Black, 22 in.	℔ yd.	0.2.6	"	0.2.8
Blue, 22 in.	"	0.2.5	"	0.2.6
Velveteens—				
Black, 18 in.	"	0.1.5	"	0.1.7½
26 in.	"	0.2.5	"	0.2.6
Camlets, English—				
S, 56 yds.	℔ p.	14.7.5	"	15.0.0
S S	"	14.0.0	"	14.2.5
S S S	"	12.5.0	"	13.0.0
Long Ells—				
Scarlet, 24 yds.	"	7.0.0	"	7.2.0
Assorted	"	6.8.0	"	6.9.0
Lastings, 30 yds.	"	13.0.0	"	14.0.0
Crape Lastings, 30 yds.	"	5.5.0	"	10.0.0
Crape Lustres	"	5.0.0	"	5.5.0
Orleans—				
Figured, 30 yds.	"	5.0.0	"	5.3.0
Plain, 30 yds.	"	4.7.5	"	5.2.0
Iron—				
Flat and Round	℔ pl.	2.2.0	"	2.3.0
Nail Rod	"	2.4.0	"	2.5.0
Hoop	"	2.2.0	"	2.4.0

		T.m.c.		T.m.c.
Lead	℔ pl.	4.9.0	"	5.2.5
Tin Plates	℔ box	4.2.5	"	4.4.0
Steel	℔ cub	3.7.0	"	3.8.0
Flints	℔ pl.	0.8.0	"	0.8.5
Window Glass	℔ box	2.2.5	"	2.4.0
Pepper—				
Black	℔ pl.	5.9.0	"	6.6.0
White	"	8.5.0	"	9.0.0
Betel Nut—				
Cochin China	"	3.2.0	"	3.4.0
Singapore	"	2.6.0	"	2.8.0
Rattans—				
Straits, common	"	2.8.0	"	3.3.0
Banjermassing	"	4.5.0	"	4.8.0
Sapan Wood—				
3 pieces weighing 1 picul	"	2.3.0	"	2.5.0
6 & 7 "	"	1.1.0	"	1.5.0
Sandal Wood—				
South Sea Island	"	3.0.0	"	3.2.0
Malabar	"	12.0.0	"	12.5.0
Mangrove Bark—				
Singapore and Penang	"	0.7.0	"	0.7.5
Siam	"	0.9.0	"	1.0.0
Tin—				
Straits	"	17.5.0	"	18.0.0
Malacca	"	18.0.0	"	18.5.0
Rice—				
Arracan and Rangoon	"	.....	"	.....
Siam, Cargo	"	1.0.5	"	1.2.5
good to finest white	"	1.3.5	"	1.6.5
Saigon	"	.....	"	.....
Bengal, com. to middling	"	1.1.0	"	1.3.0
good to fine	"	1.5.0	"	1.7.0
Sugar—				
Black, Swatow and Amoy	"	3.0.0	"	3.2.0
Formosa	"	3.2.0	"	3.8.0
Brown, Hainan	"	4.0.0	"	4.3.0
Formosa & Amoy	"	4.1.0	"	4.3.0
Swatow	"	4.2.5	"	4.5.0
Canton	"	4.3.0	"	4.4.0
Manila	"	3.5.0	"	4.1.0
White, common to fair	"	5.0.0	"	5.4.0
medium	"	5.8.0	"	6.2.0
fine to finest	"	7.0.0	"	7.2.5
Coals—				
English	℔ ton	13.0.0	"	.....
American Anthracite	"	12.5.0	"	.....
Sydney	"	9.7.5	"	.....
Japan	"	6.5.0	"	7.0.0

OPIUM.—*Malwa.*—A gradual decline has taken place in the value of this drug since our last issue. New, is to-day quoted at Tls. 545.

Patna.—A decline of Tls. 10 to 20 has also taken place in new Patna, which is quoted at Tls. 450; *old*, Tls. 445.

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EXPORTS.

BLACK TEAS.—Only two chops, Ningchows, at Tls. 19.50 and 20 respectively have been settled since the mail left. These sales have reduced the Stock to 2,000 chests, the holders of which are becoming more anxious to sell, but there are for the moment no buyers.

The *Vanguard* sailed yesterday for London, leaving the *Crawshay Bailey* loading for that port, the *Gondor* being still on the berth for New York.

GREEN TEAS.—Since the mail left Settlements comprise 2,200 packages for the English market, no other opportunity to ship to America offering and the quality of the stock precluding purchases for that quarter. The Teamen in Chinkiang are said to be more willing to come to terms, but they seem likely now to have to hold over to the new season.

The Settlements consist of:—

500 ½-chests medium Moyune at.....Tls. 33.0.0
1,700 „ common Fychow at.....Tls. 20.0.0 *a* 28.0.0.

2,200 ½-chests. Stock 14,000 ½-chests.

SILK.—Since last mail there have been no transactions reported, prices remain usually the same, though recent telegraphic advices from Europe *viâ* Kiachta should have the effect of causing a decline in prices. There having been about 100 bales settled at the close of last mail which were not included in the estimate, the stock has been reduced to 200 bales, no further arrivals from the interior, but during the next few days some few small parcels are expected down.

	1866-67	1865-66	1864-65	1863-64	1862-63	1861-62	1860-61
Transactions since last mail estimated at	Bales. 100	Bales. 255	Bales. 200	Bales. 351	Bales. 800	Bales. 2,000	Bales. 1,100
Making total settlements from 1st July '66 to date— For Coast, Europe & India...	26,400	31,850	24,450	23,620	49,608	58,500	69,200
For America	94	87	100	360	500	2	1,050
Unsold Stock is estimated at about	200	4 *a* 500	1 *a* 200	3,500*a*4,000	1,500	3,000	6*a*7,000

	Raw Silk.	*Throwns.*	*Coarse.*	*Japans.*	Total.
Total Export from 1st July 1866 to date—					
Brought forward from last Report 1867...	25,328	57	14	10,662	36,061
March 23rd, "Suwonada," for Hongkong,	367	...	...	759	1,126
„ 24th, "Glengyle," „	40	...	...	...	40
„ 26th, "Malacca," „	270	...	...	194	464
Total	26,005	57	14	11,605	37,361
Season 1865-66	30,791	67	77	9,609	40,554

EXCHANGE AND BULLION.

On London	Bank Rate, sight,.....	5s. 9d½.	per Tael.
	Bank Bills, 4 months' sight, ...	5s. 11d. *a* 5s. 11½d.	
	Credits, „ „	5s. 11½d.	
	Documentary and other Bills, 4 months' sight,...	6s. 0d.	
On Paris—4 months' sight Bank, ...		fcs. 7.55.	
6 months' sight, ...		fcs. 7.60.	
On Calcutta—Bank Bills, 3 days' sight, ...		Rs. 301 per 100 Taels.	
On Bombay— „ „ „		Rs. 300 „ „	
On Hongkong—Bank Bills, 3 days' sight, ...		26⅝.	
Bullion		27½.	

GOLD BARS.—Pekin, 98 touch, Tls. 168.5 per 10 Taels Shanghai weight.
BAR SILVER.—111.4 Shanghai Taels, per 100 Taels Canton weight.
MEXICAN DOLLARS.—74.2 cents each.
CAROLUS DOLLARS.—75 „ „
COPPER CASH.—1330 per Tael.

HANKOW, APRIL 2, 1867.

IMPORTS.

		T.m.c.		*T.m.c.*
GREY SHIRTINGS—				
7 to 7½ lbs.....	℔ pc.	2.3.5	to	2.5.0
8½ to 8½ „	„	2.6.5	„	2.7.0
9 to 10 „	„	2.9.0	„	3.6.2
WHITE SHIRTINGS—				
56 to 60 reed	„	2.4.5	„	2.7.0
64 to 66 „	„	2.6.5	„	2.8.0
68 to 72 „	„	3.0.0	„	3.2.0
T CLOTHS—				
6 to 6½ lbs. 32 in. wide...	„	1.8.0	„	2.0.0
7 to 7½ „ 32 „ ...	„	2.1.0	„	2.3.5
8 to 8½ „ 36 „ ...	„	2.8.0	„	2.9.5
DRILLS—				
American, 40 yds.....	„	4.1.0	„	4.2.0
English, 40 yds.....	„	3.8.0	„	4.0.0
HANDKERCHIEFS, Brown ...	℔doz.	0.9.0	„	0.9.5
SPOTTED SHIRTINGS—				
White	℔ pc.	2.9.0	„	3.0.0
Dyed, Assorted	„	3.5.0	„	3.7.5
BROCADES—				
White	„	3.1.0	„	3.2.0
Dyed, Assorted	„	4.0.0	„	4.3.0
DAMASKS—				
White	„	4.5.0	„	4.9.0
Dyed, Assorted	„	7.6.0	„	7.8.0
CHINTZ, Assorted	„	2.1.0	„	2.5.0
VELVETS—				
18 in. Black	℔ yd.	0.1.7	„	0.1.8
22 in. Black	„	0.2.7	„	0.2.8
ORLEANS CLOTH—				
Plain	℔ pc.	5.0.0	„	5.5.0
Figured	„	5.6.0	„	6.1.0
WOOLLENS—				
Spanish Stripes	℔ yd.	0.6.5	„	0.8.5
Habit Cloth	„	1.5.0	„	2.1.0
Medium Cloth.....	„	1.1.0	„	1.3.0
Broad Cloth	„	1.3.0	„	1.5.0
WOOLLENS—Continued.		*T.m.c.*		*T.m.c.*
Camlets, English, S	℔ pc	15.5.0	to	16.0.0
S S ...	„	14.3.0	„	14.8.0
S S S	„	13.0.0	„	13.5.0
B B B	„	19.0.0	„	20.0.0
LASTINGS	„	14.0.0	„	14.5.0
LONG ELLS—				
H H Scarlet	„	7.4.0	„	7.5.0
Assorted	„	7.1.0	„	7.2.0
G G „	„	7.0.0	„	7.1.0
Scarlet	„	7.2.0	„	7.2.5
METALS—				
Lead	℔ pl.	5.6.0	„	5.7.0
Tin	„	19.8.0	„	20.5.0
RAW COTTON.....	„	16.0.0	„	18.5.0
SUGAR—				
Brown, Canton	„	4.3.0	„	4.7.0
Amoy, &c.....	„	3.8.0	„	4.1.0
Manilla	„	3.9.0	„	4.2.0
White, No. 1	„	7.2.0	„	7.3.0
No. 2	„	6.5.0	„	6.7.0
JAPAN PRODUCE—				
Seaweed, Long	„	4.2.0	„	4.3.0
Cut.....	„	4.0.0	„	6.0.0
Isinglass	„	48.0.0	„	51.0.0
Mushrooms.....	„	38.0.0	„	40.0.0
Cuttle Fish.....	„	11.0.0	„	15.0.0
STRAITS PRODUCE—				
Pepper, Black	„	6.5.0	„	6.7.0
Rattans	„	3.8.0	„	4.5.0
Sandalwood, Old	„	13.0.0	„	15.0.0
„ New	„	3.5.0	„	5.0.0
Sapanwood	„	2.7.0	„	4.3.0
OPIUM—				
Malwa.....	℔ ch.	590	„	606
Patna	„	510	„	520

TIENTSIN, APRIL 9, 1867.

A considerable business is being daily done in Grey and White Shirtings, Chintzes, Velvets, Lastings and Figured Orleans at our quotations. Lead, Window glass and Tin plates are in fair demand and are readily placed. The opium market is at this moment very quiet, but in a few days we look for an active business doing. Rates are looking down. Japanese produce is in fair demand. There is scarcely any produce being exported and steamers are leaving nearly empty, and sailing craft are going to Chefoo and Newchwang seeking cargoes.

CHEFOO.

The following Charters have been lately concluded:—British brig *Sarah*, 3,700 piculs to Tientsin, despatch $ 650 in full. Danish schooner *Alexandra*, 5,000 piculs Newchwang to Hongkong 22 days, 55 cents per picul. Pruss. brig *Johann Heinrich*, 4,200 piculs to Amoy 22 days, 35 cents per picul. Pruss. barq. *Gesmi Brons*, 9,000 piculs to Swatow 25 days, 35 cents per picul. Brem. barq. *Charlotte*, 7,000 piculs to Swatow 22 days, 35 cents per picul.

NEWCHWANG.

The ice broke up on the 6th ulto.; but the river being full of large pieces it was unsafe for ships to come in until the 21st, on the afternoon of which day six vessels anchored in port.

Imports.—There has been a fair demand but the Market has been bare of stocks T-Cloths 5½ c., 1,650 pieces have been sold at Tls. 2.40. White Spot Shirtings 10 cases, at Tls. 3.68. Figured Orleans, (small and favorite patterns) 10 cases, at Tls. 7.30. Iron is in demand and quoted at Tls. 2.90 to 3.10 per picul 91⅓ catties.

Opium.—Little is doing at this momont, good Malwa is quoted at Tls. 620; Stock about 340 chests.

Quotations for Exports are:—*Bean Cake.*—Tls. 3.45 per 10 pieces. *Peas* (cargo). —Tls. 2.69 per shee. *Oil* (Pea).—Tls. 3.35 per 95 catties.

Thirty seven vessels have arrived to date, twenty of which are still in port.

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ENGRAVERS, 43, MARK LANE, LONDON.
Bank Notes, Cheques, Drafts
CERTIFICATES, BONDS, SHARE PLATES.
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ALL USUAL PATTERNS SUPPLIED FOR
Joint-Stock Banks and Public Companies.
GENERAL EXPORTERS
To the East and West Indies, China, and South America, of
Saddlery, Fire Arms, Clothing, Plated Ware, Musical Instruments, &c., &c.,
For Sale or Consumption.
tf 737 Shanghai, 8th September, 1866.

JOHN MOIR & SON,
ABERDEEN,
Beg to inform their customers, that, in addition to their
PRESERVED PROVISIONS
they are now prepared to supply, of their own Manufacture,
Pickles, Sauces, Tart Fruits, and every description of Oilmen's Stores.
22ju-67 1772 December 22nd, 1866.

LEA & PERRINS'
CELEBRATED
WORCESTERSHIRE SAUCE,
DECLARED BY CONNOISSEURS
TO BE
THE ONLY GOOD SAUCE.
Caution Against Fraud.
The success of this most delicious and unrivalled Condiment having caused certain dealers to apply the name of "Worcestershire Sauce" to their own inferior compounds, the Public is hereby informed that the only way to secure the genuine, is to
ASK FOR LEA & PERRINS' SAUCE,
and to see that their names are upon the *wrapper, labels, stopper,* and *bottle.*
Some of the foreign markets having been supplied with a spurious Worcestershire Sauce, upon the wrapper and labels of which the names of Lea and Perrins have been forged, L. and P. give notice that they have furnished their correspondents with power of attorney to take instant proceedings against *Manufacturers* and *Vendors* of such, or any other imitations by which their right may be infringed.
Ask for LEA & PERRINS'
Sauce, and see Name on Wrapper, Label, Bottle, and Stopper.
Wholesale and for Export by the Proprietors, Worcester; Crosse and Blackwell, London, &c., &c.; and by Grocers and Oilmen universally.
19ja 2044 January 19th, 1867.

COLTS' REVOLVERS,
As supplied to and adopted by the
English, American, Russian, Prussian, and many other Governments, are recognised to be the most durable and efficient Revolvers existing for House Protection, Travellers and Officers. Colt's Revolving
RIFLES, SHOT-GUNS
AND
PISTOL-CARBINES
(Pistol with attachable stock.) Exhibition Prize Medal awarded, 1862. Beware of Counterfeits. Every arm is London-proved, and bears the Company's trade marks.
HOLSTERS, BELTS, POUCHES, AMMUNITION,
Address—
COLT'S FIRE-ARMS COMPANY,
14, PALL MALL, LONDON,
Also to be had through any East India or Colonial Agency.
15ma 2514 March 16th, 1867.

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KNIFE POLISH.
SURPASSES ALL OTHER ARTICLES FOR CLEANING AND POLISHING CUTLERY, ETC.
JOHN OAKEY & SONS,
MANUFACTURERS OF
Emery, Black Lead, Cabinet Glass Paper, Emery and Glass Cloth,
INDIA RUBBER KNIFE-BOARDS,
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For Cleaning and Polishing Silver, Electro Plate, Plate Glass, &c.
SCOTCH, FRENCH, LONDON RUSSIAN, AND OTHER GLUES.
WELLINGTON MILLS,
Blackfriars Road, London, S.
20jy—67 689 May 19th, 1866.

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J. GIBSON THOMSON & Co.,
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FOR Thirty Years the Medical Profession have approved of this pure solution as the best remedy for
Acidity of the Stomach, Headache, Heartburn, Gout, and Indigestion,
And as a mild Aperient for delicate constitutions, especially adapted for ladies and children. When combined with their
Acidulated Lemon Syrup
It forms a most agreeable effervescing draught, which is both a gentle aperient and grateful febrifuge.
In hot seasons and hot climates the *regular* use of this simple remedy has been found highly beneficial.
IT IS PREPARED BY
DINNEFORD & Co.,
Chemists, &c.
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Sold by all respectable Chemists throughout the World.
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SHANGHAI SHIPPING INTELLIGENCE.

(SINCE REPORT PER LAST MAIL.)

ARRIVALS.

Date.	Ship's Name.	Flag & Rig.	Tons	Captain.	From	Sailed	Cargo.	Consignees.
April 8	Solide	Dut bg	280	L. de Breens	Hakodadi	Mar. 52	Sea Weed	T. Kroes and Co
... 8	Phase	Fr str	850	Hinstin	Hongkong	April 2	General	Messageries Imperiales
... 8	Honkkong	Chi. str		St. George	Chinkiang	... 7	Ballast	Chinese Government
... 8	Yesso	Br str	550	Ashton	Hongkong	... 2	General	Dent and Co
... 8	Moyune	Am str	700	G. Johnson	Hankow	... 5	do	Russell and Co
... 9	Lennox Castle	Br sh	693	Brunton	London	Nov. 28	do	W. R. Adamson and Co
... 9	Merse	Br sh	628	Gribble	Nagasaki	April 4	do	Gilman and Co
... 9	Express	Br str	290	Whitelaw	Ningpo	... 8	do	David Sassoon, Sons and Co
... 9	Nanzing	Br str	419	Tulloh	Tientsin	... 6	do	Trautmann and Co
... 9	Plymouth Rock	Am str	2397	Simmons	Hankow	... 7	do	Russell and Co
... 10	Shanse	Am str	561	Friend	Ningpo	... 9	do	Russell and Co
... 10	Nora Criena	Chi str						
... 11	Miaca	Br str	306	Eaglesome	Tientsin	... 6	do	Gibb, Livingston and Co
... 11	Express	Br str	290	Whitelaw	Ningpo	... 10	do	David Sassoon, Sons and Co
... 11	Danzie	Prus sch	296	Eldridge	Yokohama	Mar. 26	Ballast	Order
... 11	Glengyle	Br str	1265	Hooper	Hongkong	April 5	General	Jardine, Matheson and Co
... 11	Shaftesbury	Br str	553	Aitkins	Tientsin	... 3	do	Smith, Kennedy and Co
... 11	Erl King	Br str	1014	Pinel	Hongkong	... 4	do	Augustine Heard and Co
... 12	Shanse	Am str	561	Friend	Ningpo	... 11	do	Russell and Co
... 12	Fire Queen	Am str	1133	Gray	Hankow	... 10	do	Russell and Co
... 12	Louisa Carrara	Ita sh			New York		do	
... 12	Carl Ritter	Ham bg	230	Nussbaum	Iloilo	Feb. 26	Sugar	Bourjau, Hübener and Co
... 12	Yung Hai Au	Am str	447	Whiting	Hongkong	April 8	General	Russell and Co
... 13	Tun-sin	Br str	610	Hutchison	Hankow	... 11	do	Glover and Co
... 13	Carl Wilhelm	Prus baq	239	Mabzen	Ningpo	... 10	do	E. Schellhass and Co
... 13	Anglo Saxon	Br sh	693	Davidson	Sydney	Feb. 20	Coals	Frazar and Co
... 13	Malacca	Br str	1237	Tomlin	Hongkong	April 9	Mailr, etc.	P. & O. Co
... 13	Express	Br str	290	Whitelaw	Ningpo	... 12	General	David Sassoon, Sons & Co
... 13	Tueping	Br sh	767	Dowdy	Fuchau	... 6	Poles	Gilman and Co
... 14	Ying-tsze-fei	Br str	315	Drage	Tientsine	... 10	General	Trautmann and Co
... 14	Szechuen	Am str	554	Bisbee	Tientsin	... 9	do	Russell and Co
... 14	Shanse	Am str	561	Friend	Ningpo	... 18	do	Russell and Co
... 14	Kiang-loong	Am str	945	West	Hankow	... 11	do	Russell and Co
... 14	Doris	Bre sch	317	Steengrafe	Iloilo	Mar. 22	Sugar	Eduard Schellhase and Co
... 15	Jubilee	Br sh	760	Kerr	Fuchau	April 4	Poles	Borneo Company Limited
... 15	Silver Eagle	Br sh	902	Case	Fuchau	... 3	do	Gilman and Co
... 15	Volunteer	Br baq	418	Whitten	Swatow	... 1	Sugar	Wm. Pustau and Co
... 16	Express	Br str	290	Whitelaw	Ningpo	... 15	Sundries	David Sassoon, Sons and Co
... 16	Helena Domer	Pruss sh	674	Hochunter Lorus	Cardiff	Sept. 28	Coals	Master
... 16	Dupleix	Fr str	871	Noel	Hongkong	April 12	General	Messageries Imperiales

DEPARTURES.

FROM THE ANCHORAGE AND WOOSUNG.

Date.	Ship's Name.	Flag & Rig.	Tons	Captain.	Destination.	Cargo.	Dispatched by.
April 8	Trebolgan	Br sh	1171	Lewis	Swatow	Cotton, etc.	Frazar and Co
... 8	Shanse	Am str	561	Friend	Ningpo	Opium, etc.	Russell and Co
... 9	Suwo-Nada	Am str	1802	Jayne	Hongkong	Cotton, etc.	Augustine Heard and Co
... 9	Phase	Fr str	711	Hinstin	Yokohama	Sundries & Re-exports	Messageries Imperiales
... 9	Express	Br str	290	Whitelaw	Ningpo	Opium, etc.	David Sassoon, Sons and Co
... 9	The Colleen Bawn	Br baq	386	Allen	Newchwang	Cotton, etc.	Frazar and Co
... 9	Cadiz	Br str	481	Edmond	Hongkong	Silk, etc.	P. & O. Co
... 10	Shanse	Am str	561	Friend	Ningpo	Opium, etc.	Russell and Co
... 10	Yokohama	Am baq	431	Paul	Hongkong	Re-exports, etc.	Olyphant and Co
... 10	Chinaman	Br sh	667	Downie	Yokohama	Cotton, etc.	Holliday, Wise and Co
... 10	Kanga-no-kami	Am str	338	Brown	Nagasaki	Ballast	Olyphant and Co
... 10	Hirado	Br str	1630	McQueen	Hankow & Ports		Russell and Co
... 10	Pluto	Chi str	170	Pike			Chinese Government
... 11	Nanzing	Br str	419	Tulloh	Tientsin	Opium, etc.	Trautmann and Co
... 11	Express	Br str	290	Whitelaw	Ningpo	do	David Sassoon, Sons & Co
... 12	Moyune	Am str	700	G. Johnson	Hankow & Ports		Russell and Co
... 12	Shanse	Am str	561	Friend	Ningpo	do	Russell and Co
... 12	Glengyle	Br str	1265	Hooper	Yokohama	Ballast	Jardine, Matheson and Co
... 12	Yesso	Br str	559	Ashton	Chefoo & Tientsin	Opium, etc.	Dent and Co
... 13	Sea Mew	Br baq	465	Williams	Chefoo	Re-exports	Wm. Pustau and Co
... 13	Anne Kimball	Am sh	932	Williams	Nagasaki	Stores	Augustine Heard and Co
... 14	Express	Br str	290	Whitelaw	Ningpo	Sundries & Re-exports	David Sassoon, Sons and Co
... 14	Plymouth Rock	Am str	2397	Simmons	Hankow & Ports		Russell and Co
... 14	Evelyn Wood	Br baq	385	Wylie	Newchwang	Opium, etc.	Frazar and Co
... 14	Nepaul	Br str	541	Hector	Nagasaki	Sundries & Re-exports	P. & O. Co
... 14	Fort Regent	Br sh	655	Hubert	Fuchau	Cotton, etc.	Jardine, Matheson and Co
... 14	Sooloo	Br baq	472	Edom	Fuchau	Sundries	Frazar and Co
... 14	Corea	Br baq	405	Hoole	Nagasaki	Sundries & Re-exports	Glover and Co
... 15	Shanse	Am str	561	Friend	Ningpo	Opium, etc.	Russell and Co
... 15	Hongkong	Chi str		St. George	Cruise		Chinese Government
... 15	Confucius	Chi str	265	Marseills	Cruise		Chinese Government
... 15	Manilla	H. M. S.	.....	Ryan	Cruise		
... 15	Shaftesbury	Br str	533	Aitkins	Chefoo & Tientsin	Tea, etc.	Smith, Kennedy and Co
... 15	Zodiac	Br baq	375	Dimelow	Amoy & Takao	Cotton, etc.	Frazar and Co
... 16	Vanguard	Br sh	626	Scott	London	Tea, etc.	Jardine, Matheson and Co
... 16	Maria	Br str	160	Newman	Fuchau	Cotton, etc.	Master
... 16	Erl King	Br str	1014	Pinel	Hongkong	do	Augustine Heard and Co
... 16	Singapore	Br str	784	Wilkinson	Yokohama	do	P. & O. Co
... 16	Express	Br str	290	Whitelaw	Ningpo	Opium, etc.	David Sassoon, Sons and Co
... 16	Ying-tsze-fei	Br str	315	Drage	Tientsin	Tea, etc.	Trautmann and Co
... 16	Szechuen	Am str	554	Bisbee	Tientsin v. Chefoo	Opium, etc.	Russell and Co
... 16	Valetta	Br baq	386	Cavanagh	Nagasaki	Sundries & Re-exports	G. Gunther

MERCHANT STEAMERS.

No.&Sec.	Ship's Name	Commander	Flag & Rig	Tonnage	Date of Arrival	Where from	Consignees or Agents	Destination	Remarks
Tonkadoo	Anna		Am str	70	Apr 12	Chinkiang	H. Fogg and Co		Laid up
4 s	Faust		— str	30					Laid up
	Fee-loong	Williams	Chi str		Mar 14		Chinese Government		
2 s	Fenella	Chingjay	Chi str	160	Jan 24	Woosung	Chinese Government		
S S N W	Fire Queen	Gray	Am str	1133	Apr 12	Hankow	Russell and Co	Hankow & Ports	To-day
4 s	Grete	Godow	Prus str	30	Jan 13		Wm. Pustau and Co		Laid up
4 s	Henchew		Am str	30			T. J. Falls		
S S N W	Kiang-loong	West	Am str	945	Apr 14	Hankow	Russell and Co	Hankow & Ports	19th instant
5 p	Louisa		Chi str		July 12	Ningpo	David Sassoon, Sons & Co		
P & O M	Malacca	Tomlin	Br str	1237	Apr 13	Hongkong	P. & O. Co	Hongkong	18th instant
3 p	Miaca	Eaglesome	Br str	306	Apr 11	Tientsin	Gibb, Livingston and Co	Tientsin	19th instant
Wusung	Nora Criena		Chi str		Apr 10				
7 p	Paou Shun	Hoare	Chi str	500	Apr 2		Chinese Government		
1 s	Shanyuan		Br str	30			Trautmann and Co		Laid up
S S C B	Tahwah	Andrews	Am str	245	Mar 22	Hankow	Russell and Co		
Tonkadoo	Tatung	Cook	Am str	107	Oct 13	Hankow	H. Fogg and Co		Laid up
H W	Ta-Yung	Spencer	Br str	124	Apr 4	Woosung	Russell and Co		
S S N W	Tun-sin	Hutchison	Br str	610	Apr 13	Hankow	Glover and Co	Hankow & Ports	18th instant
5 p	Wan-Loong-Fei	Merrills	Br str	45	Sept 10	Launched			Laid up
7 p	Waratah	Oliver	Br str	256	Dec 6	Fuchau v. Ningpo	David Sassoon, Sons & Co		Sale, f't or Ch
7 s	Williamette	McLeod	Chi str	176			Chinese Government		
U W	Yung Hai Au	Whiting	Am str	447	Apr 12	Hongkong	Russell and Co	H'kong, Whampoa	Cld. 10th inst

[*Edited by* R. S. GUNDRY, *Printed and Published at the "North-China Herald Office," Shanghai.*]

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